

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228

D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
ALICE G. HOWARD  
WILLIAM L. MCBRIDE  
STEWART H. RODMAN  
ROBERTS "TABOR" VAUX

TELEPHONE: (843) 255-2000

FAX: (843) 255-9401

www.bcgov.net

GARY T. KUBIC  
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

THOMAS J. KEAVENY, II  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Monday, August 17, 2015

4:00 p.m.

Conference Room, Building 3  
Beaufort Industrial Village  
104 Industrial Village Road, Beaufort

Committee Members:

Gerald Dawson, Chairman  
Roberts "Tabor" Vaux, Vice Chairman  
Cynthia Bensch  
Rick Caporale  
Steve Fobes  
Alice Howard  
William McBride

Staff Support:

Andrew Dalkos, Division Director  
IT Systems Management  
Colin Kinton, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARDS
  - A. Change Order / Design Build Construction Dirt Road Paving Contract 49 for Wimbee Landing Road, Dale ([backup](#))
  - B. Construction Management and Construction Engineering Inspection Services for Various County Improvement Projects ([backup](#))
  - C. Bluffton Parkway Resurfacing from Buck Island Road to Simmonsville Road and Intersection Improvements for Bluffton Parkway and Malphrus Road ([backup](#))
  - D. Engineering Design Services for Replacement of Roofing Systems on Eight Separate Beaufort County Facilities ([backup](#))
  - E. Engineering Design Services for Replacement of Various HVAC Systems ([backup](#))
3. SCDOT ADMINISTRATIVE SERVICES FIRST THROUGH THIRD QUARTERS FY 2015 / S.C. HIGHWAY 170 WIDENING, BLUFFTON PARKWAY PHASE 5A SEGMENT 2 ROADWAY, FLYOVER BRIDGE, AND BOUNDARY STREET REDEVELOPMENT ([backup](#))
4. S.C. HIGHWAY 170 WIDENING PROJECT
  - A. May 2015 Construction Engineering Inspection / Construction Management ([backup](#))
  - B. June 2015 Construction Engineering Inspection / Construction Management ([backup](#))
5. COUNTY DIRT ROAD PAVING REQUIREMENTS FOR DIRT ROADS WITHOUT RIGHT-OF-WAY CONDEMNATION / REQUEST FOR SHINEY ROAD, ST. HELENA ISLAND ([backup](#))



6. REQUEST FOR ROAD ABANDONMENT / REMOVAL FROM COUNTY ROAD MAINTENANCE
  - A. Melrose Landing, Daufuskie Island ([backup](#))
  - B. Yard Farm Road, St. Helena Island ([backup](#))
7. AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF BLUFFTON RE: OYSTER FACTORY PARK ([backup](#))
8. MEMORANDUM OF UNDERSTANDING WITH TOWN OF BLUFFTON RE: CALHOUN STREET DOCK ([backup](#))
9. RIGHT-OF-WAY EXCHANGE FOR BEACH ROAD, DAUFUSKIE ISLAND (PUBLIC BEACH ACCESS) ([backup](#))
10. RESOLUTION DESIGNATING LOWCOUNTRY REGIONAL TRANSPORTATION AUTHORITY (LRTA) A RECIPIENT FOR FEDERAL ADMINISTRATION TRANSIT FUNDING ([backup](#))
11. STATUS / DAUFUSKIE ISLAND PARK GRANT
12. AN ORDINANCE TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE A QUIT CLAIM DEED FOR THE MARY FIELDS SCHOOL AND ASSOCIATED PROPERTY ON DAUFUSKIE ISLAND TO THE UNION BAPTIST CHURCH ([backup](#))
13. DISCUSSION / USE OF BUTCHES ISLAND BOAT RAMP BY SCDOT DESIGN CONSULTANTS FOR THE PURPOSE OF GEOTECHNICAL FIELD WORK FOR THE REPLACEMENT OF THE HARBOR RIVER BRIDGE
14. ADJOURNMENT



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Robert McFee, PE, Director of Facilities & Construction Engineering *Robert McFee*

SUBJ: **Change Order for Beaufort County Design Build Construction for Dirt Road Paving Contract 49 - Wimbee Landing Road**

DATE: July 27, 2015

**BACKGROUND.** Beaufort County Council awarded Dirt Road Design Build Contract 49 to J H Hiers Construction Company/Andrews & Burgess on December 8, 2014 for \$1,311,080. The dirt roads in Contract 49 are currently under design and construction.

Wimbee Landing Road is a County maintained road in Sheldon Township from Keans Neck Road to the Wimbee Creek Boat Landing with a total approximate length of 3.3 miles. Recently, the section of Wimbee Landing Road (1.4 miles) from Kinloch Road to the Wimbee Creek Boat Landing has been paved.

The County has received inquiries from residents on when the remaining dirt road section of Wimbee Landing Road (1.9 miles) from Keans Neck Road to Kinloch Road would be paved.

The 1.9 mile dirt road section of Wimbee Landing Road has a total of 22 adjacent houses. There are 18 houses along Wimbee Landing Road from the Keans Neck Road to the intersection of Community Center Road. This section of the roadway is approximately 5,556 feet. The remaining section of Wimbee Landing Road from Community Center Road to Kinloch Road has 4 houses and is approximately 4,625 feet long.

County Engineering Department has received the following proposal from the Contract 49 design/build team to engineer, reconstruct and pave the remaining 1.9 mile dirt road section of Wimbee Landing Road. The proposal is broken out for the roadway sections noted above.

<b>Roadway Sections of Wimbee Landing Road</b>	<b>Length</b>	<b>Total Design/Build Proposal Amount</b>
Keans Neck Road to Community Center Road	5,556 Feet	\$ 733,765
Community Center Road to Kinloch Road	4,625 Feet	\$ 619,524
Total Cost Dirt Road Section of Wimbee Landing Road		\$1,353,289

The County Traffic Engineering Department on 6/17/15 completed traffic counts along the dirt road section of Wimbee Landing Road. The results of the traffic counts indicate that approximately 80

vehicles per day utilize Wimbee Landing Road between Keans Neck Road and Community Center Road while 25 vehicles per day travel between Community Center Road and Kinloch Road.

County Engineering staff have reviewed this change order proposal for adding the dirt portion of Wimbee Landing Road between Keans Neck Road and Community Center Road and determined that it is a fair, reasonable and responsive quote for engineering design and reconstruction of roadway.

The County has the necessary right of way in place in order to pave the remaining dirt road portion of Wimbee Landing Road. At the present time, the dirt road portion of Wimbee Landing Road is ranked #39 in the CTC paving list and was scheduled for reconstruction in FY 2017.

**FUNDING.** The paving of the remaining dirt portion of Wimbee Landing Road could be funded from County C Funds which has an available fund balance of \$2.3 million.

**FOR ACTION.** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATION.** This item is presented as a discussion item for consideration of approval and award recommendation by the Public Facilities Committee to County Council for a change order to Contract #49 with J. H. Hiers Construction/Andrews & Burgess to design and construct the dirt road section of Wimbee Landing Road between Keans Neck Road and Community Center Road.

JRM/mjh

Attachments: 1) Location Map  
2) Andrews & Burgess Change Order Proposal  
3) Traffic Count Map

cc: Eddie Bellamy



BASE BID WITH ADDITIONAL SCOPE FOR SURVEYING, ENGINEERING & CONSTRUCTION COST FOR DESIGN-BUILD CONTRACT #49 W/ WIMBEE LANDING CHANGE ORDER PROJECT: 144010 WIMBEE LANDING ROAD - KEANS NECK TO KINLOCH DATE: JULY 15, 2015; REVISED JULY 16, 2015; JULY 21, 2015									
ITEM	DESCRIPTION	UNITS	KEANS NECK TO COMMUNITY CENTER (5,550 FT)			COMMUNITY CENTER TO KINLOCH (4,625 FT)			TOTAL WIMBEE LANDING ROAD (10,175 FT)
			PLAN SET QUANTITY	UNIT PRICE	TOTAL	PLAN SET QUANTITY	UNIT PRICE	TOTAL	
1	MOBILIZATION & PROJECT MANAGEMENT	LS	-	\$ 19,500.00	\$ 19,500.00	-	\$ 19,500.00	\$ 19,500.00	\$ 39,000.00
2	TRAFFIC CONTROL	LS	-	\$1,500.00	\$ 1,500.00	-	\$1,500.00	\$ 1,500.00	\$ 3,000.00
3	SPEED LIMIT SIGN	EA	1	\$180.00	\$ 180.00	1	\$180.00	\$ 180.00	\$ 360.00
4	STOP SIGN	EA	3	\$235.00	\$ 705.00	1	\$235.00	\$ 235.00	\$ 940.00
5	24" TEMPORARY PAINTED WHITE STOP BAR	LF	44	\$4.00	\$ 176.00	12	\$4.00	\$ 48.00	\$ 224.00
6	24" 125 MIL THERMOPLASTIC WHITE STOP BAR	LF	44	\$9.00	\$ 396.00	12	\$9.00	\$ 108.00	\$ 504.00
7	RAISED REFLECTIVE PAVEMENT MARKER	EA	138	\$8.00	\$ 1,104.00	116	\$8.00	\$ 928.00	\$ 2,032.00
8	CONSTRUCTION ENTRANCE/EXIT	TN	16	\$100.00	\$ 1,600.00	16	\$100.00	\$ 1,600.00	\$ 3,200.00
9	CLEARING AND GRUBBING	LS	-	\$5,000.00	\$5,000.00	-	\$5,000.00	\$5,000.00	\$ 10,000.00
10	EARTHWORK AND GRADING	LS	-	\$91,900.00	\$91,900.00	-	\$80,130.00	\$80,130.00	\$ 172,030.00
	UNCLASSIFIED EXCAVATION	CY	505	\$20.00		424	\$20.00		\$ -
	FINE GRADE	LF	11000	\$5.80		9250	\$5.80		\$ -
	IMPORT	LF	1000	\$18.00		1000	\$18.00		\$ -
11	8" STABILIZED AGGREGATE BASE (WITHIN SCDOT)	SY	197	\$19.95	\$ 3,930.15	99	\$19.95	\$ 1,975.05	\$ 5,905.20
12	2" HOT LAID ASPHALT CONCRETE (WITHIN SCDOT)	SY	191	\$13.33	\$ 2,546.03	91	\$13.33	\$ 1,213.03	\$ 3,759.06
13	2" INTERMEDIATE ASPHALT CONCRETE (WITHIN SCDOT)	SY	191	\$13.33	\$ 2,546.03	91	\$13.33	\$ 1,213.03	\$ 3,759.06
14	4" STABILIZED AGGREGATE BASE (DRIVE)	SY	726	\$13.25	\$ 9,619.50	250	\$13.25	\$ 3,312.50	\$ 12,932.00
15	6" STABILIZED AGGREGATE BASE (ROAD)	SY	12735	\$14.95	\$ 190,388.25	10842	\$14.95	\$ 162,087.90	\$ 352,476.15
16	1.5" HOT LAID ASPHALT CONCRETE (ROAD)	SY	12126	\$10.00	\$ 121,260.00	10333	\$10.00	\$ 103,330.00	\$ 224,590.00
17	1.5" HOT LAID ASPHALT CONCRETE (DRIVE)	SY	692	\$10.00	\$ 6,920.00	250	\$10.00	\$ 2,500.00	\$ 9,420.00
18	15" REINFORCED CONCRETE PIPE CLASS III	LF	240	\$40.00	\$ 9,600.00	0	\$40.00	\$ -	\$ 9,600.00
19	18" REINFORCED CONCRETE PIPE CLASS III	LF	336	\$45.00	\$ 15,120.00	192	\$45.00	\$ 8,640.00	\$ 23,760.00
20	36" REINFORCED CONCRETE PIPE CLASS III	LF	0	\$98.00	\$ -	0	\$98.00	\$ -	\$ -
21	48" REINFORCED CONCRETE PIPE CLASS III	LF	0	\$142.50	\$ -	0	\$142.50	\$ -	\$ -
22	TREE PROTECTION	LF	0	\$3.00	\$ -	0	\$3.00	\$ -	\$ -
23	SILT FENCE	LF	0	\$2.50	\$ -	3200	\$2.50	\$ 8,000.00	\$ 8,000.00
24	EROSION & SEDIMENT CONTROL ITEMS CURLEX (10 LF EA)	LF	400	\$15.00	\$ 6,000.00	300	\$15.00	\$ 4,500.00	\$ 10,500.00
25	ROCK CHECK DAMS (1.5 CY EA)	CY	24	\$110.00	\$ 2,640.00	14	\$110.00	\$ 1,540.00	\$ 4,180.00
26	OUTLET PROTECTION RIP RAP (5 CY EA)	CY	25	\$110.00	\$ 2,750.00	100	\$110.00	\$ 11,000.00	\$ 13,750.00
27	SEEDING AND MULCHING	SY	18500	\$0.45	\$ 8,325.00	15500	\$0.45	\$ 6,975.00	\$ 15,300.00
28	TESTING	LS	1	\$15,400.00	\$ 15,400.00	1	\$13,200.00	\$ 13,200.00	\$ 28,600.00
29	CONSTRUCTION STAKING	LS	1	\$6,466.00	\$ 6,466.00	1	\$5,546.00	\$ 5,546.00	\$ 12,012.00
30	AS-BUILT SURVEY	LS	1	\$7,484.00	\$ 7,484.00	1	\$6,504.00	\$ 6,504.00	\$ 13,988.00
	TOTAL CONSTRUCTION COST			TOTALS	\$ 533,055.96		TOTALS	\$ 450,765.51	\$ 983,821.47
31	EARTHWORK AND GRADING	CY	500	\$20.00	\$ 10,000.00	500	\$20.00	\$ 10,000.00	\$ 20,000.00
32	4" STABILIZED AGGREGATE BASE (DRIVE)	SY	240	\$13.25	\$ 3,180.00	83	\$13.25	\$ 1,099.75	\$ 4,279.75
33	1.5" HOT LAID ASPHALT CONCRETE (DRIVE)	SY	230	\$10.00	\$ 2,300.00	83	\$10.00	\$ 830.00	\$ 3,130.00
34	15" REINFORCED CONCRETE PIPE CLASS III	LF	80	\$40.00	\$ 3,200.00	0	\$40.00	\$ -	\$ 3,200.00
35	18" REINFORCED CONCRETE PIPE CLASS III	LF	112	\$45.00	\$ 5,040.00	64	\$45.00	\$ 2,880.00	\$ 7,920.00
36	24" REINFORCED CONCRETE PIPE CLASS III	LF	104	\$57.00	\$ 5,928.00	104	\$57.00	\$ 5,928.00	\$ 11,856.00
37	4" DOUBLE SOLID YELLOW FDP STRIPING	LF	5550	\$0.80	\$ 4,440.00	4625	\$0.80	\$ 3,700.00	\$ 8,140.00
38	4" DOUBLE SOLID YELLOW THERMO STRIPING	LF	5550	\$2.50	\$ 13,875.00	4625	\$2.50	\$ 11,562.50	\$ 25,437.50
39	22' WIDE RD - ADDITIONAL STONE BASE	SY	1250	\$14.95	\$ 18,687.50	1050	\$14.95	\$ 15,697.50	\$ 34,385.00
40	22' WIDE RD - ADDITIONAL ASPHALT	SY	1250	\$10.00	\$ 12,500.00	1050	\$10.00	\$ 10,500.00	\$ 23,000.00
41	TRAFFIC CALMING	LS	1	\$25,000.00	\$ 25,000.00	1	\$25,000.00	\$ 25,000.00	\$ 50,000.00
	TOTAL ADDITIONAL SCOPE: MUCKING, PIPE, DW & STRIPING			TOTALS	\$ 104,150.50		TOTALS	\$ 87,197.75	\$ 191,348.25
42	SURVEYING	LS	1	\$15,104.00	\$ 15,104.00	1	\$12,948.00	\$ 12,948.00	\$ 28,052.00
43	ENGINEERING & PERMITTING	LS	1	\$57,885.00	\$ 57,885.00	1	\$48,569.00	\$ 48,569.00	\$ 106,454.00
44	CONSTRUCTION OBSERVATION	LS	1	\$8,478.00	\$ 8,478.00	1	\$7,302.00	\$ 7,302.00	\$ 15,780.00
	TOTAL ENGINEERING COST			TOTALS	\$ 81,467.00		TOTALS	\$ 68,819.00	\$ 150,286.00
	SUBTOTAL				\$ 718,673.46			\$ 606,782.26	\$ 1,325,455.72
45	DESIGN-BUILD BOND (2.1%)				\$ 15,092.14			\$ 12,742.43	\$ 27,834.57
	TOTAL PROJECT COST			TOTALS	\$ 733,765.60		TOTALS	\$ 619,524.69	\$ 1,353,290.29

Construction Cost	\$ 652,298.60	\$ 550,705.69	\$ 1,203,004.29
Construction Cost/Mile	\$ 620,565.16	\$ 628,697.52	\$ 624,261.69
Construction Cost/Foot	\$ 117.53	\$ 119.07	\$ 118.23

# Wimbee Landing Road



Wimbee Boat Landing

KINLOCH RD

WIMBEE LANDING RD

COMMUNITYCENTER RD

KEANS NECK RD

KEANS NECK RD

Printed August 5, 2015



Prepared by Beaufort County GIS Division



# Wimbee Landing Road



Wimbee Boat Landing

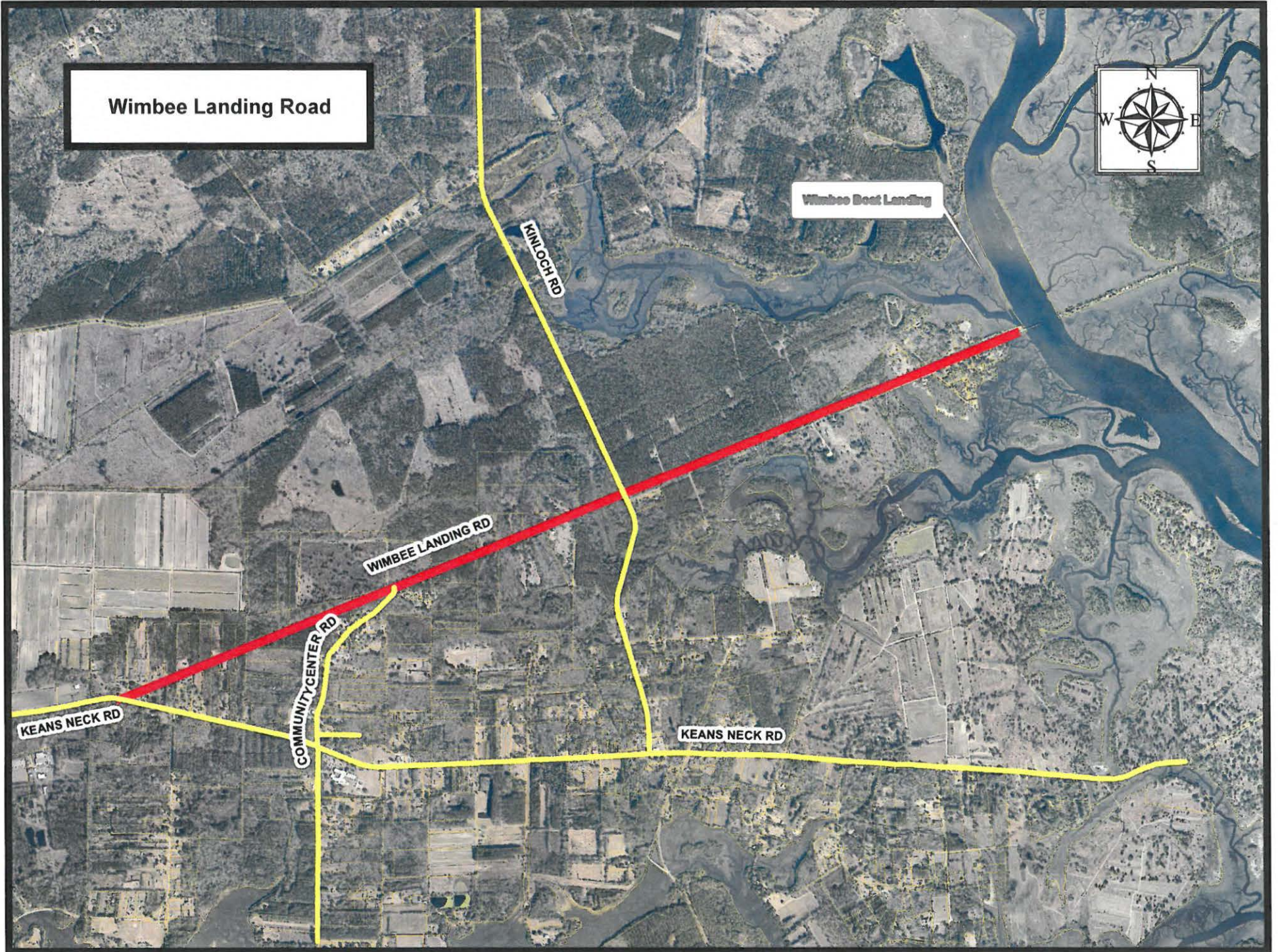
KINLOCH RD

WIMBEE LANDING RD

COMMUNITYCENTER RD

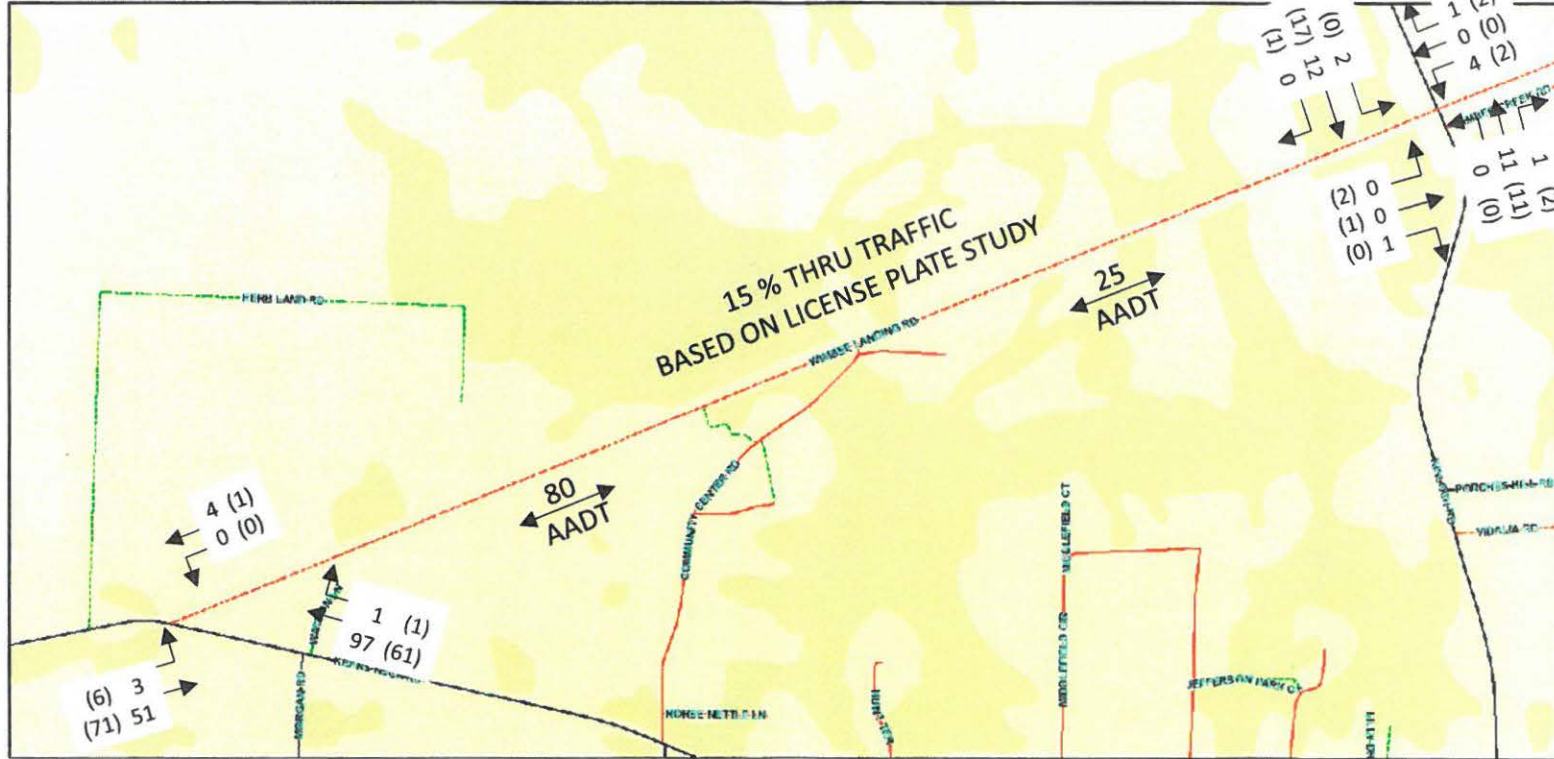
KEANS NECK RD

KEANS NECK RD





# Wimbee Landing Road

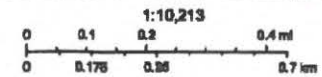


July 31, 2015

Road Classifications

- |                      |                  |                    |                         |               |                 |                      |                    |
|----------------------|------------------|--------------------|-------------------------|---------------|-----------------|----------------------|--------------------|
| — (all other values) | — PRIVATE, PAVED | — PRIVATE, UNPAVED | — PRIVATE, UNDETERMINED | — TOWN, PAVED | — TOWN, UNPAVED | — MILITARY / UNPAVED | — MILITARY / PAVED |
| — STATE, PAVED       | — STATE, UNPAVED | — COUNTY, PAVED    | — COUNTY, UNPAVED       |               |                 |                      |                    |

00 = AM Peak Hour  
(00) = PM Peak Hour



AM Peak: 7:15 to 8:15

PM Peak: 16:00 to 17:00

Data Collected on 6/17/2015

The information and images contained on this web site are for viewing and informational purposes only. Although much of this data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please consult the appropriate Boulder County Office for official or original documents.





**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubie, County Administrator *GKubie*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator for Finance *AH*  
Monica Spells, Assistant County Administrator for Civic Engagement *MS*  
Dave Thomas, Purchasing Director *DT*

FROM: Robert McFee PE, Division Director of Construction Engineering & Facilities *RMF*

SUBJ: **Construction Management (CM) & Construction Engineering Inspection Services (CEI) for Various County Capital Improvement Projects RFP # 050715E**

DATE: July 27, 2015

**BACKGROUND.** Beaufort County issued a Request for Proposals from qualified firms to provide CM/CEI Services for various County capital improvement projects. The following four firms submitted qualifications and proposals on May 7, 2015.

	<u>Proposal Amount</u>
F&ME Consultants, Columbia, SC	\$1,399,450
Hutter Construction Company, Ipswich, NH	2.75% of Contract Value
RY Design Services, LLC, North Augusta, SC	\$ 250,000
The Montgomery Company, Lexington, SC	\$ 303,200

The qualifications-based selection process for professional services differs from a typical proposal, in that the proposers detail their qualifications and outline how they would accomplish the project within a specified budget amount. In this regard, proposals are reviewed on the basis of the qualifications and proposal scope rather than on the lowest price. A selection committee consisting of the Division Directors for Construction Engineering & Facilities, Transportation Engineering and Environmental reviewed and evaluated the proposals.

As a result of the proposal evaluations by the selection committee, F&ME was chosen as the proposer providing the over-all best CM/CEI services approach. Therefore, subsequent scope of services and fee negotiations was continued with F&ME. F&ME submitted to the selection committee a best value fee offer totaling \$277,473. The following is a breakdown of the fee for each capital project that F&ME would be providing CM & CEI services for:

CIP	Project Contract Amount/Current Budget	F&ME CM-CEI Services Fee	Funding Source & Available Fund Balance at 6/30/15	CIP Account Number
Buckwalter Regional Park Community Center Phase 2 Expansion	\$5,561,076	\$111,221	Bluffton PALS Impact Fees \$2,651,136	Acct 26520011-54453
Animal Shelter & Control Facility	\$3,500,000	\$70,000	2015 Animal Shelter CIP Account \$3,499,553	Acct 40090011-54600

<b>CIP</b>	<b>Project Contract Amount/Current Budget</b>	<b>F&amp;ME CM-CEI Services Fee</b>	<b>Funding Source &amp; Available Fund Balance at 6/30/15</b>	<b>CIP Account Number</b>
Spanish Moss Trail Phase 2	\$1,558,620	\$31,172	Local Accommodations Tax – Tourism Infrastructure \$587,884	Acct 48060011-54435
Broad River Fishing Pier Rehabilitation	\$ 350,000	\$8,000	Local Accommodations Tax – River/Beach Access \$142,300	Acct 20010011-55120
Daufuskie Island Pier Rehabilitation	\$ 375,000	\$12,719	Local Accommodations Tax – River Beach Access \$142,300	Acct 20010011-55120
Perryclear Bridge Design-Build Replacement	\$ 907,000	\$18,140	TAG Fund Professional Services \$162,472	Acct 2342001T-51160
County Dirt Road Paving Contract 49	\$1,311,080	\$26,221	TAG Fund Professional Services \$162,472	Acct 2342001T-51160
<b>Total</b>		<b>\$277,473</b>		

F&ME Consultants has in-depth knowledge of construction and extensive experience with project construction management. F&ME has provided CM/CEI services for the Bluffton Parkway Phase 5A Segment 2 roadway and flyover bridge construction and the SC 802 widening and new Beaufort River bridge construction.

On the basis of the qualification of the firm and the value offered, the selection committee recommends award of the CM/CEI Services for the various County capital projects listed above to F & ME Consultants in the amount of \$277,473.

**SMB OUTREACH PLAN.** This solicitation sought proposals only and did not require proposers to seek quotes from potential local small and minority subcontractors.

**FUNDING.** Recommended funding sources for the F&ME CM/CEI Services are shown above. The attached worksheet shows when the project contract for design/construction was awarded and the funding sources for that contract award.

**ACTION.** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATIONS.**

1. The Public Facilities Committee approve and recommend to County Council approval of the budget allocation for the CM/CEI Services for Spanish Moss Trail Phase 2 in the amount of \$31,172 from Local Accommodations Tax – Tourism Infrastructure.
2. The Public Facilities Committee approve and recommend to County Council approval of the budget allocation for the CM/CEI Services for Broad River Fishing & Daufuskie Island Piers Rehabilitation in the amount total of \$20,719 from Local Accommodations Tax – River Beach Access.
3. The Public Facilities Committee approve and recommend to County Council approval of a contract award to F&ME Consultants for CM/CEI Service for the various Capital Improvements Projects listed above for a total contract amount of \$277,473.

JRM/mjh

Attachment: CIP Award Worksheet

<b>CIP</b>	<b>Contract Amount</b>	<b>Award Date</b>	<b>Funding Source</b>
Buckwalter Regional Park Community Center Phase 2 Expansion	\$5,561,076	8/25/14 County Council	2015 CIP Program & Bluffton PALS Impact Fees
Animal Shelter & Control Facility Design	\$428,400	5/26/15 County Council	2015 CIP Program
Spanish Moss Trail Phase 2 Construction	\$1,558,620	3/9/15 County Council	Local Accommodations Tax – Tourism Infrastructure & FWHA Grant
Broad River Fishing Pier Rehabilitation Stage 1 Inspection & Engineering Design	\$76,810	3/16/15 Public Facilities Committee	Local Accommodations Tax – River/Beach Access
Daufuskie Island Pier Rehabilitation	\$375,000	12/8/14 County Council	Local Accommodations Tax – River Beach Access
Perryclear Bridge Design-Build Replacement	\$907,000	12/8/14 County Council	2015 CIP Program
County Dirt Road Paving Contract 49	\$1,311,080	12/8/14 County Council	CTC/TAG Funds





**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubie, County Administrator *GKubie*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator for Finance *AH*  
Monica Spells, Assistant County Administrator for Civic Engagement *MS*  
Dave Thomas, Purchasing Director *DT*

FROM: Robert McFee, PE, Division Director of Construction, Engineering & Facilities *RMcFee*

SUBJ: **Bluffton Parkway Resurfacing from Buck Island Road to Simmonsville Road & Intersection Improvements for Bluffton Parkway & Malphrus Road- IFB #073015E**

DATE: August 10, 2015

**BACKGROUND.** Beaufort County received bids for the asphalt resurfacing of the Bluffton Parkway from Buck Island Road to Simmonsville Road. Also included in the bid is the design/build intersection improvements for the Bluffton Parkway at Malphrus Road.

The following firm submitted bids for the subject project on July 30, 2015.

<u>Bidder</u>	<u>ADDRESS</u>	<u>TOTAL BID AMOUNT</u>
Preferred Materials, Inc. (PMI)	Savannah, GA	\$ 759,841.00
The Lane Construction Corporation	Beaufort, SC	\$ 433,483.25
Engineers Estimate		\$ 450,000

Lane Construction Corporation bid submittal has been reviewed and found to be reasonable. There is no apparent cause for rejecting their bid.

**SMB OUTREACH PLAN.** The Lane Construction Corporation's SMB Outreach Plan was reviewed and it was determined that they completed good faith outreach requirements for the referenced project.

*AH* **FUNDING.** Funding for this project would be funded from County TAG Fund Account 2342001T-54901 - Resurfacing & Improvements which has an available fund balance of \$1.48 million. Engineering staff is also requesting a 12% project contingency totaling \$52,017 for a total project budget of \$485,500.

**FOR ACTION:** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATION:** The Public Facilities Committee approve and recommend to County Council approval of a contract award to the Lane Construction Corporation for resurfacing of the Bluffton Parkway from Buck Island Road to Simmonsville Road and intersection improvements at Malphrus Road in the amount of \$433,483.25 from the funding sources listed above. Additionally, recommend approval of a 12% project contingency for a total project budget of \$485,500.

Attachments: 1) Location Map 2) Bid Certification 3) SMB Review



# BLUFFTON PKWY: BUCK ISLAND RD TO SIMMONSVILLE RD

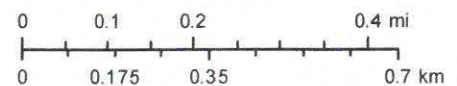


June 16, 2015

1:14,105

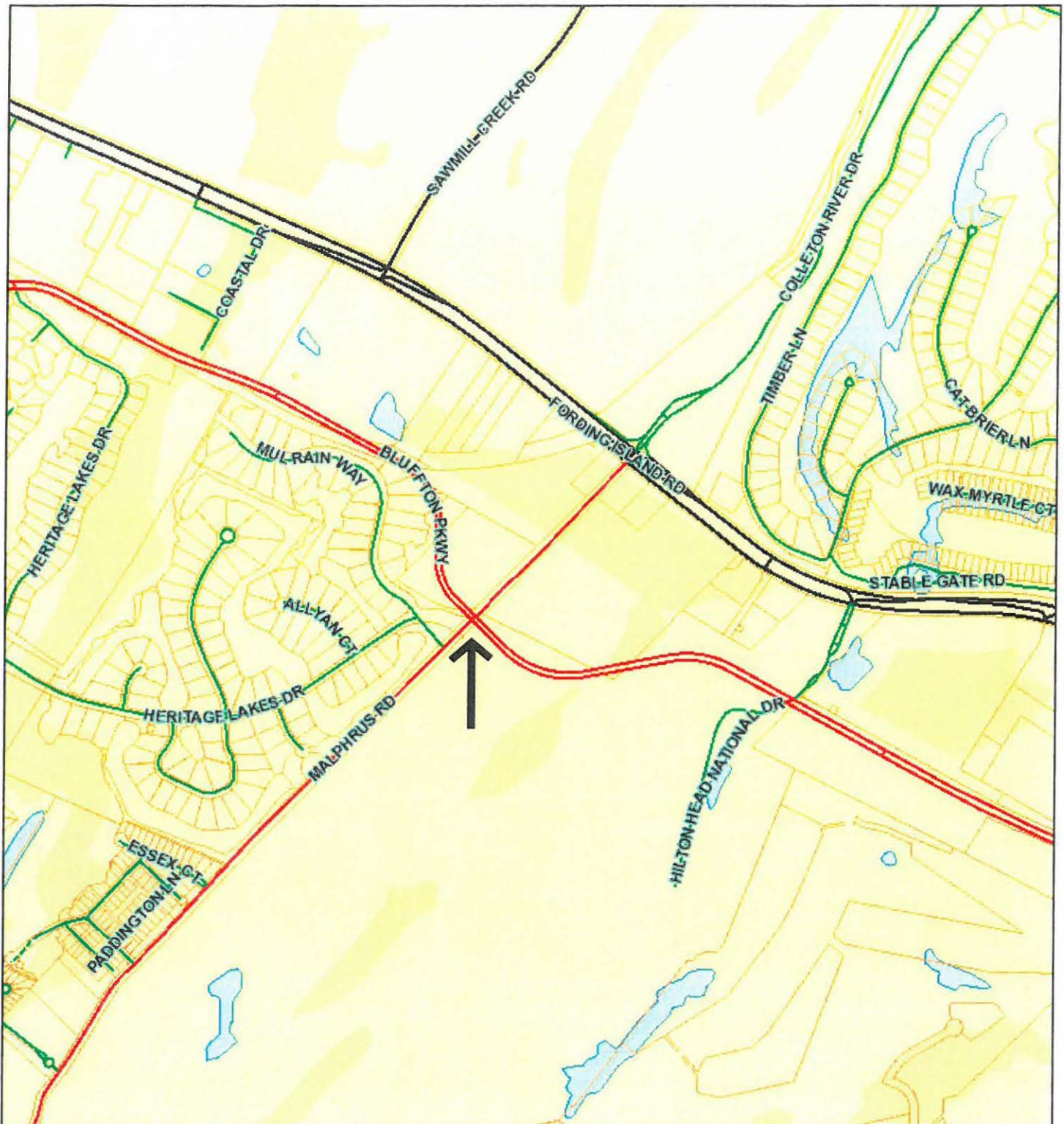
## Road Classifications

— <all other values>	--- PRIVATE, UNPAVED
— STATE, PAVED	— PRIVATE, UNDETERMINED
--- STATE, UNPAVED	— TOWN, PAVED
— COUNTY, PAVED	--- TOWN, UNPAVED
--- COUNTY, UNPAVED	— MILITARY / PAVED
— PRIVATE, PAVED	--- MILITARY / UNPAVED
	□ Parcels





# BLUFFTON PKWY - MALPHRUS RD INTERSECTION

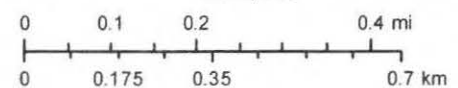


June 16, 2015

1:14,105

## Road Classifications

— <all other values>	--- PRIVATE, UNPAVED
— STATE, PAVED	--- PRIVATE, UNDETERMINED
--- STATE, UNPAVED	--- TOWN, PAVED
— COUNTY, PAVED	--- TOWN, UNPAVED
--- COUNTY, UNPAVED	--- MILITARY / PAVED
— PRIVATE, PAVED	--- MILITARY / UNPAVED
	□ Parcels



## PURCHASING DEPARTMENT



The following bids were received for the above referenced project.

[illegible]

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 guarantee 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.

D. L. H.

Bid Administrator Signature

Linda Marietta

Bid Recorder Signature

J. Moore

Bid Certification Signature

## Hickman, Maggie

---

**From:** Spells, Monica  
**Sent:** Tuesday, August 04, 2015 12:02 PM  
**To:** McFee, Robert  
**Cc:** Hickman, Maggie; Skinner, Carol  
**Subject:** SMB for 2015 Bluffton Parkway

I suggest the following statement on the award recommendation memo for the referenced project:

*SMB Outreach Plan: The Lane Construction Corporation completed good faith outreach requirements for the referenced project.*

Should you have any questions, please give me a call.

Thank you,  
Monica





COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *DT*

SUBJ: **Recommendation of Contract Award for RFQ 090514 to Provide Engineering Design Services for the Replacement of Roofing Systems on Eight (8) Separate Beaufort County Facilities**

DATE: August 17, 2015

**BACKGROUND:** On September 18, 2014, Beaufort County received qualification statements from seven (7) engineering firms qualified to provide the roofing design and replacement services for the eight (8) locations identified in the RFQ. The project involves the roofing designs for eight (8) separate facilities (see the attached list). The services shall consist of construction documents, bidding assistance, construction administration and close-out.

A selection committee composed of the Director of Facilities, Assistant Director of Facilities, and the Airport's Director was tasked with evaluating and selecting the highest ranking firms based on qualifications and to negotiate a contract. The committee interviewed the top three firms and provided the following ranking below:

**FIRMS RANK ORDER:**

- |  |  |
|--|--|
| 1. WTI, Beachwood, Ohio                        | 5. Teamcroft Roofing, North Charleston, SC     |
| 2. Garland/DBS, Cleveland, Ohio                | 6. Southeast Roofing Solutions, Statesboro, GA |
| 3. Beaufort Engineering Services, Beaufort, SC | 7. Eastern Corporation, Youngsville, NC        |
| 4. HITT Contracting, North Charleston, SC      |  |

The committee negotiated with WTI a final fee for services of \$1,809,143, plus a contingency of \$49,857 to cover unforeseen conditions for a total cost of \$1,859,000.

*AT* **FUNDING:** 40090011-54420, 2014 GO Bonds. Available funding: \$1,859,000.

**FOR ACTION:** Public Facilities Committee meeting occurring August 17, 2015.

**RECOMMENDATION:** The Public Facilities Committee approve and recommend to County Council the contract award to WTI in the amount of \$1,849,143, with a contingency of \$49,857 for a total \$1,859,000 for the Beaufort County Roofing Design Services Project.

CC: Gary Kubic, County Administrator *GKubic*  
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*  
Alicia Holland, Asst. Co. Administrator, Finance *AH*  
Monica Spells, Asst. Co. Administrator, Civic Engagement *MS*  
Mark Roseneau, Facilities Management Director *MR*

Att: Roofing Site Locations, Ranking Summary

**Roofing Locations:**

1. Detention Center
2. Bluffton Library
3. Senior Center, Port Royal
4. Law Enforcement Center, Beaufort
5. Emergency Medical Services Building, Beaufort
6. PALS Lind Brown Community Center, Beaufort
7. PALS Community Center, Port Royal
8. Tennis Pavilion-Beaufort



## ROOF REPLACEMENT QUALIFICATION CHART

Beaufort County Various Locations

Mark Roseneau

Evaluation Criteria		Garland / DBS		WTI / Tremco		Beaufort Const/ Mtl Cft	
	Weighted Factor						
1	Nature & quality of previously completed work as an A&E team.	15 Points	15 Points	15	15 Points	16	15 Points
2	Understanding of the project requirements as described.	20 Points	20 Points	15	20 Points	15	20 Points
3	Ability to provide a manuf. warranty & years as a certified installer.	10 points	10 points	10	10 points	10	10 points
4	Qualifications of the personnel assigned to the project.	15 points	15 points	10	15 points	12	15 points
5	Availability to deliver the services required w/flexibility in scheduling.	10 points	10 points	8	10 points	8	10 points
6	History of previous A&E project final cost compared to original budget.	15 points	15 points	15	15 points	15	15 points
7	Warranty reponse & Standard Operation Procedures.	5 points	5 points	3	5 points	5	5 points
8	Approach and design that provides value and energy efficiency.	10 points	10 points	7	10 points	10	10 points
			83		91		57
Nathan Klein							
Evaluation Criteria		Garland / DBS		WTI / Tremco		Beaufort Const/ Mtl Cft	
	Weighted Factor						
	Nature & quality of previously completed work as an A&E team.	15 Points	15 Points	15	15 Points	15	15 Points
1	Understanding of the project requirements as described.	20 Points	20 Points	20	20 Points	20	20 Points
2	Ability to provide a manuf. warranty & years as a certified installer.	10 points	10 points	10	10 points	10	10 points
3	Qualifications of the personnel assigned to the project.	15 points	15 points	12	15 points	15	15 points
4	Availability to deliver the services required w/flexibility in scheduling.	10 points	10 points	10	10 points	8	10 points
5	History of previous A&E project final cost compared to original budget.	15 points	15 points	15	15 points	15	15 points
6	Warranty reponse & Standard Operation Procedures.	5 points	5 points	3	5 points	5	5 points
7	Approach and design that provides value and energy efficiency.	10 points	10 points	8	10 points	10	10 points
8			93		98		54

Jon Rembold

Evaluation Criteria		Weighted Factor	Garland		Tremco WTI		Beaufort Constr	
1	Nature & quality of previously completed work as an A&E team.	15 Points		15		15		12
2	Understanding of the project requirements as described.	20 Points		20		20		12
3	Ability to provide a manuf. warranty & years as a certified installer.	10 points		10		10		10
4	Qualifications of the personnel assigned to the project.	15 points		10		10		7
5	Availability to deliver the services required w/flexibility in scheduling.	10 points		10		10		7
6	History of previous A&E project final cost compared to original budget.	15 points		15		15		10
7	Warranty reponse & Standard Operation Procedures.	5 points		5		5		5
8	Approach and design that provides value and energy efficiency.	10 points		9		10		5
				94		95		68

Evaluation Summary RFQ		Garland	Tremco WTI	Beafort Construction
Mark Roseneau		83	91	57
Nathan Kline		93	98	54
Jon Rembold		94	98	54
Total Score:		270	287	165

**Final Rank Order:**

1. Trmco WTI
2. Garland
3. Beaufort Construction





**COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT**

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director *DT*

SUBJ: **Recommendation of Contract Award for RFQ 030615 to Provide Engineering Design Services for the Replacement of Various HVAC Systems for Beaufort County**

DATE: August 17, 2015

**BACKGROUND:** On March 6, 2015, Beaufort County received qualification statements from eight engineering firms qualified to provide the HVAC design and replacement services for the ten (10) locations identified in the RFQ. The project involves the mechanical, electrical and plumbing designs for 10 separate HVAC renovation projects. The services shall consist of construction documents, bidding assistance, construction administration and close-out.

A selection committee composed of the Director of Facilities, Assistant Director of Facilities, and the Building Codes Director were tasked with evaluating and selecting the highest ranking firms based on qualifications and to negotiate a contract. The committee interviewed the top four firms and provided the following ranking below:

**FIRMS RANK ORDER:**

- |  |   |
|--|---|
| 1. CEMS Engineering/Architecture, Ladson, SC   | 5. Whole Building Systems, Mount Pleasant, SC   |
| 2. RMF Engineering, Charleston, SC             | 6. DWG Consulting Engineers, Mount Pleasant, SC |
| 3. Beaufort Engineering Services, Beaufort, SC | 7. Elm Engineering, Charlotte, NC               |
| 4. RDK Engineers, Charlotte, NC                | 8. Rosser International, Savannah, GA           |

The committee could not reach a contract agreement with CEMS and moved to RMF Engineering, the next highest ranked firm. The committee negotiated with RMF Engineering a final fee for services of \$85,200 plus a 10% contingency to cover unforeseen conditions for a total cost of \$93,720.

*AT* **FUNDING:** 40090011-54431, 2014 GO Bonds. Available funding: \$2,077,100.

**FOR ACTION:** Public Facilities Committee meeting occurring August 17, 2015.

**RECOMMENDATION:** The Public Facilities Committee approves the contract award to RMF Engineering in the amount of \$85,200, with a contingency of \$8,200 for a total \$93,720 for the Beaufort County HVAC Design Services Project.

CC: Gary Kubic, County Administrator *GKubic*  
Joshua Gruber, Deputy County Administrator/Special Counsel *JG*  
Alicia Holland, Asst. Co. Administrator, Finance *AH*  
Monica Spells, Asst. Co. Administrator, Civic Engagement *Spells*  
Mark Roseneau, Facilities Management Director *MR*

Att: HVAC Site Locations, Ranking Summary

HVAC Site Locations:

1. Hilton Head Island Library
2. Bluffton Library
3. Law Enforcement Center, Beaufort
4. PALS Community Center, Port Royal
5. Emergency Medical Services Building, Beaufort
6. PALS Lind Brown Community Center, Beaufort
7. Human Services Building, Beaufort
8. Hilton Head Island Government Center
9. Hilton Head Island Airport
10. Beaufort Library

## RFQ 030615 Engineering Design Services for the Replacement of Various HVAC Systems for Beaufort County

## SCORE SHEET SUMMARY

Column1	Column2	Column3	Column4	Column42	Column43	Column432	Column44	Column5
<u>Name of Company</u>								
<u>Evaluators</u>	<u>BES</u>	<u>CEMS</u>	<u>DWG</u>	<u>Elm</u>	<u>RDK Engineers</u>	<u>RMF Engineering</u>	<u>Rosser</u>	<u>WBS</u>
C. Atkinson	87	87	79	62	77	86	77	67
N. Klein	81	82	62	71	80	82	49	78
M. Roseneau	76	94	58	55	82	78	60	70
TOTALS:	244	263	199	188	239	246	186	215
1. CEMS		263						
2. RMF		246						
3. BES		244						
4. RDK		239						
5. WBS		215						
6. DWG		199						
7. Elm		188						
8. Rosser		186						





**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator, Finance *AH*

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering *JRM*

SUBJ: **SCDOT Oversight Services – 1<sup>st</sup> thru 3<sup>rd</sup> Quarter FY 2015**

DATE: April 13, 2015

**BACKGROUND.** In March 2008, Beaufort County executed an Intergovernmental Agreement (IGA) with SCDOT for the County's 2006 Sales Tax Projects. It states in the IGA that SCDOT shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. The IGA also states that SCDOT shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities.

Beaufort County has received the following SCDOT invoices for QA activities on SC 170 Widening Project, Boundary Street Streetscape/TIGER Grant Project, and the Bluffton Parkway Phase 5A Segment 2 - US 278 Flyover Bridges construction

Invoice #	QA Period	Bluffton Pkwy Services Total	SC 170 Services Total	Boundary St Services Total	Total
418912	1st Qtr FY 2015	\$ 48,073.68	\$ 20,612.56	\$ 51.85	\$ 68,738.09
418913	2 <sup>nd</sup> Qtr FY 2015	\$ 23,399.41	\$ 27,935.46	\$ 386.08	\$ 51,720.95
418914	3 <sup>rd</sup> Qtr FY 2015	\$ 20,751.75	\$ 22,308.35	\$ -0-	\$ 43,060.10
Total Invoices		\$ 92,224.84	\$ 70,856.37	\$ 437.93	\$163,519.14

Funding for the SCDOT Quality Assurance Services is from each project's 1% Sales Tax Road Improvement Program Accounts.

*JH* **FUNDING.**

Acct 47010012-54500 (Bluffton Pkwy Ph 5), with an available fund balance of \$2,765,253 at 7/27/15.

Acct# 47010014-54500 (SC 170), with an available fund balance of \$228,236 at 7/27/15.

Acct #47030011-54503 (Boundary Street), with an available fund balance of \$5,342,071 at 7/27/15. Additionally, there is \$12.6 million TIGER Grant that would be used for construction on the project.

**FOR ACTION.** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATION:** That the Public Facilities Committee approve and recommend to County Council payment of the SCDOT 1<sup>st</sup> thru 3<sup>rd</sup> Quarter FY 2015 Invoices totaling \$163,519.14 for oversight services on County Sales Tax Projects.

JRM/mjh

Attachments: 1) SCDOT Invoices #418912, #418913 & #418914  
2) IGA



# INVOICE

## FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER

J ROBERT MCFEE, PE  
BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228

Invoice No.:	418912
Invoice Amount.:	\$68,738.09
Invoice Date:	6/23/2015
Past Due After:	7/23/2015
Damage Claim:	

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

INVOICE

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM

Quantity	Item	Unit Cost	Amount
	QUARTER 1 FISCAL YEAR 2015 SUPPORTING DOCUMENTATION ATTACHED		\$ 68,738.09
		Total:	\$68,738.09

----- Detach and return this portion with your payment -----

PAYMENT

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1231 or (803) 737-0845.

### Remit to:

SC Dept. of Transportation  
Finance Office  
P O Box 191  
Columbia, SC 29202-191

### Customer:

BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228



Invoice No.:	418912
Invoice Date:	6/23/2015

Total Amount Due

\$68,738.09

Total Expenditures

BEAUFORT COUNTY SALES TAX  
FY2015

Project Status	SCDOT PROJECT #	File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
Closure Memo	0700A036936A	07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
Active	0700A036938A	07.36938A	SC 170 Widening	-	22,308.35	27,935.46	20,612.56	70,856.37	171,204.17	242,060.54
Active	0700A036939A	07.36939A	Boundary Street Improvements	-	-	386.08	51.85	437.93	20,034.42	20,472.35
Closed	0700A036940A	07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
Closed	0700A036941A	07.036941A	Ribaut Road Improvements	-	-	-	-	-	75,251.83	75,251.83
Closed	0700A036942A	07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	350,831.89	350,831.89
Closed	0700A036943A	07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
Closed	0700A036944A	07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	216,844.55	216,844.55
Active	0700A0041794	07.041794	Bluffton Parkway 5A (Seg 2)	-	20,751.75	23,399.41	48,073.68	92,224.84	134,651.04	226,875.88
				\$ -	\$ 43,060.10	\$ 51,720.95	\$ 68,738.09	\$ 163,519.14	\$ 979,958.94	\$ 1,143,478.08

Variance (s/b=0) \$ - \$ - \$ - \$ -

Invoice #  
Payment Received



1st Quarter

File #	Project Name	July - September					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	1,247.91		861.29	14,234.00	4,269.36	\$ 20,612.56
07.36939A	Boundary Street Improvements					51.85	\$ 51.85
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.036942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	8,061.99		1,026.09	12,938.00	26,047.60	\$ 48,073.68
<b>Total</b>		<b>\$ 9,309.90</b>	<b>\$ -</b>	<b>\$ 1,887.38</b>	<b>\$ 27,172.00</b>	<b>\$ 30,368.81</b>	<b>\$ 68,738.09</b>

**1st Quarter**

**Grand Total** \$ 68,738.09



# INVOICE

## FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER

J ROBERT MCFEE, PE  
BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228

Invoice No.:	418913
Invoice Amount.:	\$51,720.95
Invoice Date:	6/23/2015
Past Due After:	7/23/2015
Damage Claim:	

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM

INVOICE

Quantity	Item	Unit Cost	Amount
	QUARTER 2 FISCAL YEAR 2015 SUPPORTING DOCUMENTATION ATTACHED		51,720.95
Total:			\$51,720.95

Detach and return this portion with your payment

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1231 or (803) 737-0845.

PAYMENT

### Remit to:

SC Dept. of Transportation  
Finance Office  
P O Box 191  
Columbia, SC 29202-191

### Customer:

BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228



Invoice No.:	418913
Invoice Date:	6/23/2015
Total Amount Due	
\$51,720.95	

BEAUFORT COUNTY SALES TAX  
FY2015

Project Status	SCDOT PROJECT #	File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
Closure Memo	0700A036936A	07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
Active	0700A036938A	07.36938A	SC 170 Widening	-	22,308.35	27,935.46	20,612.56	70,856.37	171,204.17	242,060.54
Active	0700A036939A	07.36939A	Boundary Street Improvements	-	-	386.08	51.85	437.93	20,034.42	20,472.35
Closed	0700A036940A	07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
Closed	0700A036941A	07.036941A	Ribaut Road Improvements	-	-	-	-	-	75,251.83	75,251.83
Closed	0700A036942A	07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	350,831.89	350,831.89
Closed	0700A036943A	07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
Closed	0700A036944A	07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	216,844.55	216,844.55
Active	0700A0041794	07.041794	Bluffton Parkway 5A (Seg 2)	-	20,751.75	23,399.41	48,073.68	92,224.84	134,651.04	226,875.88
				\$ -	\$ 43,060.10	\$ 51,720.95	\$ 68,738.09	\$ 163,519.14	\$ 979,958.94	\$ 1,143,478.08
Variance (s/b=0) \$				\$ -	\$ -	\$ -	\$ -			
Invoice #										
Payment Received										



2nd Quarter

File #	Project Name	October - December					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 1,471.68			22,510.00	3,953.78	\$ 27,935.46
07.36939A	Boundary Street Improvements					386.08	\$ 386.08
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.036942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	\$ 3,933.21			8,480.00	10,986.20	\$ 23,399.41
<b>Total</b>		<b>\$ 5,404.89</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,990.00</b>	<b>\$ 15,326.06</b>	<b>\$ 51,720.95</b>
<b>2nd Quarter Grand Total</b>		<b>\$ 51,720.95</b>					



# INVOICE

## FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

Questions regarding this invoice? (803) 737-0845 FAX (803) 737-2094

CUSTOMER

J ROBERT MCFEE, PE  
BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228

Invoice No.:	418914
Invoice Amount.:	\$43,060.10
Invoice Date:	6/23/2015
Past Due After:	7/23/2015
Damage Claim:	

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

INVOICE

Services or Goods Provided: WORK PERFORMED ASSOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM

Quantity	Item	Unit Cost	Amount
	QUARTER 3 FISCAL YEAR 2015 SUPPORTING DOCUMENTATION ATTACHEED		43,060.10
Total:			\$43,060.10

----- Detach and return this portion with your payment -----

PAYMENT

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1231 or (803) 737-0845.



### Remit to:

SC Dept. of Transportation  
Finance Office  
P O Box 191  
Columbia, SC 29202-191

### Customer:

BEAUFORT CO ENGINEERING  
P O DRAWER 1228  
BEAUFORT, SC 29901-1228

Invoice No.:	418914
Invoice Date:	6/23/2015
Total Amount Due	
\$43,060.10	

**BEAUFORT COUNTY SALES TAX  
FY2015**

Project Status	SCDOT PROJECT #	File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
Closure Memo	0700A036936A	07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
Active	0700A036938A	07.36938A	SC 170 Widening	-	22,308.35	27,935.46	20,612.56	70,856.37	171,204.17	242,060.54
Active	0700A036939A	07.36939A	Boundary Street Improvements	-	-	386.08	51.85	437.93	20,034.42	20,472.35
Closed	0700A036940A	07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
Closed	0700A036941A	07.036941A	Ribaut Road Improvements	-	-	-	-	-	75,251.83	75,251.83
Closed	0700A036942A	07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	350,831.89	350,831.89
Closed	0700A036943A	07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
Closed	0700A036944A	07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	216,844.55	216,844.55
Active	0700A0041794	07.041794	Bluffton Parkway 5A (Seg 2)	-	20,751.75	23,399.41	48,073.68	92,224.84	134,651.04	226,875.88
				<u>\$ -</u>	<u>\$ 43,060.10</u>	<u>\$ 51,720.95</u>	<u>\$ 68,738.09</u>	<u>\$ 163,519.14</u>	<u>\$ 979,958.94</u>	<u>\$ 1,143,478.08</u>
Variance (s/b=0) \$				\$ -	\$ -	\$ -	\$ -			
Invoice #										
Payment Received										



3rd Quarter

File #	Project Name	January - March						Total
		Equipment	Meals	Fee	Testing Lab	Lodging	Labor	
07.36936A	US 278 Improvements							\$ -
07.36938A	SC 170 Widening	2,549.81			13,619.00		6,139.54	\$ 22,308.35
07.36939A	Boundary Street Improvements							\$ -
07.036940A	Boundary Street Parallel Road							\$ -
07.36941A	Ribaut Road Improvements							\$ -
07.036942A	SC 802 Widening (Seg. A)							\$ -
07.036943A	Northern Beaufort Bypass							\$ -
07.36944A	SC 802 Widening (Seg. B)							\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	1,898.05			7,426.00		11,427.70	\$ 20,751.75
<b>Total</b>		<b>\$ 4,447.86</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,045.00</b>	<b>\$ -</b>	<b>\$ 17,567.24</b>	<b>\$ 43,060.10</b>
<b>3rd Quarter Grand Total</b>		<b>\$ 43,060.10</b>						

**Cooperative Intergovernmental Agreement  
between  
Beaufort County, South Carolina  
and the  
South Carolina Department of Transportation  
For  
The Beaufort County Transportation Sales and Use Tax Projects**

THIS AGREEMENT is made this 18<sup>th</sup> day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

**WITNESSETH THAT:**

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this Agreement; and,

WHEREAS, the Department is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the Department do hereby agree as follows:

**I. GENERAL RECITALS:**

**A. Purpose**

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

**B. Description of Work**

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

**C. Scope of Work**

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

**II. COMMUNICATIONS:**

A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.

1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.
2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.

B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

**III. OBLIGATIONS OF DEPARTMENT:**

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any



employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

- B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

#### IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.
- C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

#### V. GENERAL PROVISIONS:

##### A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets - 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

**B. Planning Activities**

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Beaufort County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.



### C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.
8. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

#### D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:
  - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
  - b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."
6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

**E. Right of Way Acquisition Activities**

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

**The County Shall for Federally Eligible Projects**

- a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.



- b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.
- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:


- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

**F. Construction Activities**

- 1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
- 3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
- 4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.

- 
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.



7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
  - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
  - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
  - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
  - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
  - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

## VI. OTHER PROVISIONS:

### A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

#### **B. Maintenance of Projects**

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

#### **C. Tie-in Agreements**

Where the limits of the Projects meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

#### **D. Encroachment Rights**

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Planning documents
  - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
  - a. As described elsewhere in this agreement
  - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
  - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
  - d. Final Stormwater Reports
3. Right of way documents
  - a. Appraisals
  - b. Title search information
  - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
  - d. Correspondence with property owners
  - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
  - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
  - Existing and new right of way lines, and County easement lines
  - Final location of utility lines and appurtenances
- b. Test reports
  - c. Daily construction diaries
  - d. Maintenance Manuals
  - e. Final Completion Documents
5. Other documents
    - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
    - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
    - c. All permits of government regulatory agencies
  6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
    - a. The cost of preliminary engineering.
    - b. The cost of right of way acquisitions.
    - c. Construction cost broken down by roadway cost and bridge cost.
    - d. Total cost of the project.

#### **F. Certifications**

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

#### **G. Warranty**

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.



2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

## VII. Miscellaneous General Provisions:

### A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Beaufort County, South Carolina.

### B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

### C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

**D. Enforceability**

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

**E. Amendment**

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. The County, or its authorized agent, shall agree to hold consultations with the Department as may be necessary with regard to the execution of supplements to this Agreement during the course of the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

**F. Waiver**

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

**G. Governing Law**

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

**H. Severability**

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Bob Klink  
Beaufort County Engineer  
Beaufort County Engineering Division  
PO Drawer 1228  
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation  
Attn: State Highway Engineer  
PO Box 191  
Columbia, SC 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

**N. Multiple Counterparts**

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

**O. Prior Agreements, Entire Agreement**

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

**P. Reviews and Approvals**

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEAUFORT COUNTY

By: Gary Kubic  
Gary Kubic  
Beaufort County Administrator

Attest: Bob Klink  
Bob Klink  
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Recommended

By: Tony L. Chapman  
Tony L. Chapman  
Deputy Secretary  
for Engineering

By: Debra Rountree  
Debra Rountree  
Deputy Secretary for  
Finance & Administration

By: H. B. Limehouse, Jr.  
Print Name: H. B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: Douglas B. MacFarlane

Print Name: Douglas B. MacFarlane

Print Title: Director - Contract Services  
& Special Projects

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the <sup>Deputy Secretary</sup>~~Division Director~~ of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

3/14/08  
(Date)

  
(DEPARTMENT Signature)

### CERTIFICATION OF COUNTY

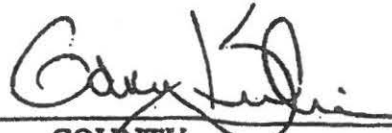
I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

2/29/08  
(Date)

  
COUNTY  
(Signature)


## Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2/29/08  
(Date)

  
\_\_\_\_\_  
COUNTY  
(Signature)

3-14-08  
(Date)

  
\_\_\_\_\_  
DEPARTMENT  
(Signature)



**DEPARTMENT**  
**DRUG-FREE WORKPLACE CERTIFICATION**

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:



- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abuse in a workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

**Attachment "A"**  
**Project List**

<b>Project Number</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Estimated 1% Sales Tax Funds</b>
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	\$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	\$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	\$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	\$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	\$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	\$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	\$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	\$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	\$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	\$7,200,000
<b>TOTAL:</b>			<b>\$152,000,000</b>

# **Attachment "B"** **Issue Escalation and Dispute Resolution Process**

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Project Development Engineer	District Engr. Administrator	County Engineer	2
			
Director of Preconstruction	Director of Construction	County Engineer	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Robert McFee, PE, Division Director of Construction Engineering & Facilities *JMM*

SUBJ: **Construction Engineering Inspection/Construction Management (CEI/CM)  
Services for SC 170 Widening Project – May 2015**

DATE: July 27, 2015

**BACKGROUND.** In 2012, County Council awarded a contract for \$2,030,714 to Infrastructure Consulting & Engineering (ICE) for construction engineering inspection/construction management services (CEI/CM) for the SC 170 Widening Project. Due to the construction delays associated with the SC 170 project, the CEI/CM services needed to be extended. For the month of May 2015, ICE had CEI/CM service charges for the SC 170 widening totaling \$60,796.93. County Engineering Department staff has reviewed these charges and recommend payment.

*JH* **FUNDING.** SC 170 Widening Sales Tax Project Acct #47010014-54500 with an available balance of \$228,236 at 7/27/15. All CEI/CM services are reimbursable from the SCSIB Grant for this project.

**ACTION.** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATION.** That the Public Facilities Committee approve payment of the May 2015 totaling \$60,796.93 CEI/CM Services performed by ICE for the SC 170 Widening Project.

JRM/mjh

Attachment: 1) ICE 6/9/15 Invoice

cc: Colin Kinton





Infrastructure Consulting & Engineering  
1691 Turnbull Avenue  
North Charleston, SC 29405

Mr. Colin Kinton  
Beaufort County Engineering  
102 Industrial Village Rd  
Bldg 3  
Beaufort, SC 29902

July 13, 2015

Project No: 12-21  
Invoice No: 1221.32

Project 12-21 SC 170 CEI #07-036938A

**Professional Services from June 01, 2015 to June 30, 2015**

Phase	FO	Field Office
Task	AD	Admin

**Professional Personnel**

	Hours	Rate	Amount
Schwartz, Carol	175.50	19.50	3,422.25
Totals	175.50		3,422.25
<b>Total Labor</b>			<b>3,422.25</b>

**Reimbursable Expenses**

<b>Mileage-Personal Vehicle</b>			
6/11/2015	Schwartz, Carol	Manager & Progress Meetings	20.34
6/16/2015	Schwartz, Carol	Trip to Staples	2.83
6/17/2015	Schwartz, Carol	Beaufort County Engineering	2.26
6/18/2015	Schwartz, Carol	Beaufort County Engineering	2.26
6/19/2015	Schwartz, Carol	Beaufort County Engineering	2.26
<b>Field Supplies &amp; Equipment</b>			
6/16/2015	Schwartz, Carol	Staples	168.79
<b>Total Reimbursables</b>			<b>198.74</b>
			<b>198.74</b>

**Additional Fees**

Overhead Rate	127.77 % of 3,422.25	4,372.61
Fee	10.00 % of 7,794.86	779.49
<b>Total Additional Fees</b>		<b>5,152.10</b>
		<b>5,152.10</b>

**Total this Task \$8,773.09**

Task	IN	Inspection
------	----	------------

**Professional Personnel**

	Hours	Rate	Amount
Durham, Michael	179.00	35.50	6,354.50
Peek, Justin	150.00	19.75	2,962.50
Whitfield, Roger	20.00	29.00	580.00
Totals	349.00		9,897.00
<b>Total Labor</b>			<b>9,897.00</b>

Reimbursable Expenses

Hotel/Lodging				
6/1/2015	Carlton, Frann	Ashton Pointe	1,191.00	
6/1/2015	Carlton, Frann	Ashton Pointe	1,467.00	
6/12/2015	Peek, Justin	SCE&G	88.15	
6/19/2015	Peek, Justin	Studebaker	28.66	
Field Supplies & Equipment				
6/16/2015	Peek, Justin	Rosco Industrial Supply	51.58	
Total Reimbursables			2,826.39	2,826.39

Unit Billing

12-21 Communication per day				
RW Phone Allowance per Day		2.0 Days @ 3.22	6.44	
Communication				
6/30/2015	J. Peek Cell Phone @ 95% of \$70.00		66.50	
6/30/2015	M. Durham Cell Phone @ \$70.00		70.00	
Truck Allowance per day				
RW Vehicle Allowance per Day		2.0 Days @ 40.23	80.46	
Vehicle				
	J. Peek Trk Allow @ 95% of \$875	0.95 Vehicle @ 875.00	831.25	
	M. Durham Trk Allow @ \$875	1.0 Vehicle @ 875.00	875.00	
Total Units			1,929.65	1,929.65

Additional Fees

Overhead Rate		127.77 % of 9,897.00	12,645.40	
Fee		10.00 % of 22,542.40	2,254.24	
Total Additional Fees			14,899.64	14,899.64
Total this Task				\$29,552.68

Task PM Project Management

Professional Personnel

		Hours	Rate	Amount	
LeMin, Marc		125.00	65.87	8,233.75	
	Totals	125.00		8,233.75	
Total Labor					8,233.75

Reimbursable Expenses

Site Office Rent/Utilities				
6/3/2015	Coastal Capital Leasing-May Lease Fee	Beaufort, SC	416.24	
6/15/2015	Coastal Capital Leasing-June Lease Fee	Beaufort, SC	416.24	
Total Reimbursables			832.48	832.48

Unit Billing

Communication				
6/30/2015	M. LeMin Cell Phone @ \$70.00		70.00	
Mileage Rate				
M. LeMin Mileage		2,075.0 Miles @ 0.56	1,162.00	
Total Units			1,232.00	1,232.00

Project	12-21	SC 170 CEI #07-036938A	Invoice	1221.32
---------	-------	------------------------	---------	---------

#### Additional Fees

Overhead Rate	127.77 % of 8,233.75	10,520.26	
Fee	10.00 % of 18,754.01	1,875.40	
<b>Total Additional Fees</b>		<b>12,395.66</b>	<b>12,395.66</b>
	<b>Total this Task</b>		<b>\$22,693.89</b>
	<b>Total this Phase</b>		<b>\$61,019.66</b>

Phase	MO	Main Office
Task	AD	Admin

#### Professional Personnel

	Hours	Rate	Amount
Besosa, Hollis	1.00	35.58	35.58
Coleman, William	1.00	75.00	75.00
Totals	2.00		110.58
<b>Total Labor</b>			<b>110.58</b>

#### Additional Fees

Overhead	164.04 % of 110.58	181.40	
Fee	10.00 % of 291.98	29.20	
<b>Total Additional Fees</b>		<b>210.60</b>	<b>210.60</b>
	<b>Total this Task</b>		<b>\$321.18</b>

Task	SU	Survey
------	----	--------

#### Professional Personnel

	Hours	Rate	Amount
Cummings, Richard	23.00	36.00	828.00
Hardy, Dustin	15.00	18.50	277.50
Jones, Ross	8.50	24.04	204.34
Stroble, Gary	9.00	48.08	432.72
Totals	55.50		1,742.56
<b>Total Labor</b>			<b>1,742.56</b>

#### Unit Billing

Mileage Rate			
Survey Mileage	583.0 Miles @ 0.56	326.48	
<b>Total Units</b>		<b>326.48</b>	<b>326.48</b>

#### Additional Fees

Overhead Rate	164.04 % of 1,742.56	2,858.50	
Fixed	10.00 % of 4,601.06	460.11	
<b>Total Additional Fees</b>		<b>3,318.61</b>	<b>3,318.61</b>
	<b>Total this Task</b>		<b>\$5,387.65</b>
	<b>Total this Phase</b>		<b>\$5,708.83</b>
	<b>Total this Invoice</b>		<b>\$66,728.49</b>



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Assistant County Administrator for Finance *AH*

FROM: Robert McFee, PE, Division Director of Construction Engineering & Facilities *JRM*

SUBJ: **Construction Engineering Inspection/Construction Management (CEI/CM)  
Services for SC 170 Widening Project – June 2015**

DATE: July 27, 2015

**BACKGROUND.** In 2012, County Council awarded a contract for \$2,030,714 to Infrastructure Consulting & Engineering (ICE) for construction engineering inspection/construction management services (CEI/CM) for the SC 170 Widening Project. Due to the construction delays associated with the SC 170 project, the CEI/CM services needed to be extended. For the month of June 2015, ICE had CEI/CM service charges for the SC 170 widening totaling \$66,728.49. County Engineering Department staff has reviewed these charges and recommend payment.

*JH* **FUNDING.** SC 170 Widening Sales Tax Project Acct #47010014-54500 with an available balance of \$228,236 at 7/27/15. All CEI/CM services are reimbursable from the SCSIB Grant for this project.

**ACTION.** Public Facilities Committee Meeting on August 17, 2015.

**RECOMMENDATION.** That the Public Facilities Committee approve payment of the June 2015 totaling \$66,728.49 CEI/CM Services performed by ICE for the SC 170 Widening Project.

JRM/mjh

Attachment: 1) ICE 7/13/15 Invoice

cc: Colin Kinton





Infrastructure Consulting & Engineering  
1691 Turnbull Avenue  
North Charleston, SC 29405

Mr. Colin Kinton  
Beaufort County Engineering  
102 Industrial Village Rd  
Bldg 3  
Beaufort, SC 29902

July 13, 2015

Project No: 12-21  
Invoice No: 1221.32

Project 12-21 SC 170 CEI #07-036938A

**Professional Services from June 01, 2015 to June 30, 2015**

Phase	FO	Field Office
Task	AD	Admin

**Professional Personnel**

	Hours	Rate	Amount
Schwartz, Carol	175.50	19.50	3,422.25
Totals	175.50		3,422.25
<b>Total Labor</b>			<b>3,422.25</b>

**Reimbursable Expenses**

Mileage-Personal Vehicle			
6/11/2015	Schwartz, Carol	Manager & Progress Meetings	20.34
6/16/2015	Schwartz, Carol	Trip to Staples	2.83
6/17/2015	Schwartz, Carol	Beaufort County Engineering	2.26
6/18/2015	Schwartz, Carol	Beaufort County Engineering	2.26
6/19/2015	Schwartz, Carol	Beaufort County Engineering	2.26
Field Supplies & Equipment			
6/16/2015	Schwartz, Carol	Staples	168.79
<b>Total Reimbursables</b>			<b>198.74</b>
			<b>198.74</b>

**Additional Fees**

Overhead Rate	127.77 % of 3,422.25	4,372.61
Fee	10.00 % of 7,794.86	779.49
<b>Total Additional Fees</b>		<b>5,152.10</b>
		<b>5,152.10</b>

**Total this Task \$8,773.09**

Task	IN	Inspection
------	----	------------

**Professional Personnel**

	Hours	Rate	Amount
Durham, Michael	179.00	35.50	6,354.50
Peek, Justin	150.00	19.75	2,962.50
Whitfield, Roger	20.00	29.00	580.00
Totals	349.00		9,897.00
<b>Total Labor</b>			<b>9,897.00</b>

Project	12-21	SC 170 CEI #07-036938A	Invoice	1221.32
---------	-------	------------------------	---------	---------

#### Reimbursable Expenses

##### Hotel/Lodging

6/1/2015	Carlton, Frann	Ashton Pointe	1,191.00
6/1/2015	Carlton, Frann	Ashton Pointe	1,467.00
6/12/2015	Peek, Justin	SCE&G	88.15
6/19/2015	Peek, Justin	Studebaker	28.66

##### Field Supplies & Equipment

6/16/2015	Peek, Justin	Rosco Industrial Supply	51.58
-----------	--------------	-------------------------	-------

#### Total Reimbursables

**2,826.39 2,826.39**

#### Unit Billing

##### 12-21 Communication per day

RW Phone Allowance per Day	2.0 Days @ 3.22	6.44
----------------------------	-----------------	------

##### Communication

6/30/2015	J. Peek Cell Phone @ 95% of \$70.00	66.50
6/30/2015	M. Durham Cell Phone @ \$70.00	70.00

##### Truck Allowance per day

RW Vehicle Allowance per Day	2.0 Days @ 40.23	80.46
------------------------------	------------------	-------

##### Vehicle

J. Peek Trk Allow @ 95% of \$875	0.95 Vehicle @ 875.00	831.25
M. Durham Trk Allow @ \$875	1.0 Vehicle @ 875.00	875.00

#### Total Units

**1,929.65 1,929.65**

#### Additional Fees

Overhead Rate	127.77 % of 9,897.00	12,645.40
Fee	10.00 % of 22,542.40	2,254.24

#### Total Additional Fees

**14,899.64 14,899.64**

**Total this Task \$29,552.68**

Task	PM	Project Management
------	----	--------------------

#### Professional Personnel

	Hours	Rate	Amount
LeMin, Marc	125.00	65.87	8,233.75
Totals	125.00		8,233.75
<b>Total Labor</b>			<b>8,233.75</b>

#### Reimbursable Expenses

##### Site Office Rent/Utilities

6/3/2015	Coastal Capital Leasing-May Lease Fee	Beaufort, SC	416.24
6/15/2015	Coastal Capital Leasing-June Lease Fee	Beaufort, SC	416.24

#### Total Reimbursables

**832.48 832.48**

#### Unit Billing

##### Communication

6/30/2015	M. LeMin Cell Phone @ \$70.00	70.00
-----------	-------------------------------	-------

##### Mileage Rate

M. LeMin Mileage	2,075.0 Miles @ 0.56	1,162.00
------------------	----------------------	----------

#### Total Units

**1,232.00 1,232.00**

#### Additional Fees

Overhead Rate	127.77 % of 8,233.75	10,520.26	
Fee	10.00 % of 18,754.01	1,875.40	
<b>Total Additional Fees</b>		<b>12,395.66</b>	<b>12,395.66</b>
	<b>Total this Task</b>		<b>\$22,693.89</b>
	<b>Total this Phase</b>		<b>\$61,019.66</b>

Phase	MO	Main Office
Task	AD	Admin

#### Professional Personnel

	Hours	Rate	Amount
Besosa, Hollis	1.00	35.58	35.58
Coleman, William	1.00	75.00	75.00
Totals	2.00		110.58
<b>Total Labor</b>			<b>110.58</b>

#### Additional Fees

Overhead	164.04 % of 110.58	181.40	
Fee	10.00 % of 291.98	29.20	
<b>Total Additional Fees</b>		<b>210.60</b>	<b>210.60</b>
	<b>Total this Task</b>		<b>\$321.18</b>

Task	SU	Survey
------	----	--------

#### Professional Personnel

	Hours	Rate	Amount
Cummings, Richard	23.00	36.00	828.00
Hardy, Dustin	15.00	18.50	277.50
Jones, Ross	8.50	24.04	204.34
Stroble, Gary	9.00	48.08	432.72
Totals	55.50		1,742.56
<b>Total Labor</b>			<b>1,742.56</b>

#### Unit Billing

Mileage Rate			
Survey Mileage	583.0 Miles @ 0.56	326.48	
<b>Total Units</b>		<b>326.48</b>	<b>326.48</b>

#### Additional Fees

Overhead Rate	164.04 % of 1,742.56	2,858.50	
Fixed	10.00 % of 4,601.06	460.11	
<b>Total Additional Fees</b>		<b>3,318.61</b>	<b>3,318.61</b>
	<b>Total this Task</b>		<b>\$5,387.65</b>
	<b>Total this Phase</b>		<b>\$5,708.83</b>
	<b>Total this Invoice</b>		<b>\$66,728.49</b>



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Thomas Keaveny, County Attorney *TK*

FROM: Robert McFee, PE, Division Director of Construction Engineering and Facilities *ARM*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right-Of-Way  
Right-Of-Way Condemnation Request for Shiney Road, St. Helena Island**

DATE: July 28, 2015

**BACKGROUND.** Shiney Road is a County-maintained dirt road located on St. Helena Island. It runs in a southeasterly direction from Saxonville Road to Seaside Road. The Public Works Department has maintained this 0.91 mile road for over 20 years. Shiney Road was selected for paving by the Beaufort County Transportation Committee for the FY 2013/2014 – FY 2016/2017 Dirt Road Paving Program.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a 50-foot right-of-way on any dirt road before it can be included in a paving contract.

Efforts to date to acquire right-of-way on Shiney Road include obtaining a cost for survey, initiating a survey agreement, performing the field survey, researching ownership, preparing letters and deeds, meeting with property owners on site, and answering property owners' questions by phone. The timeline associated with the right-of-way acquisition process has been 16 months.

Engineering has received 13 of the 23 deeds needed. Of the 10 parcels for which deeds have not been forthcoming, 3 are heirs' properties and 5 have non-responsive owners. On the remaining two parcels, only one of two owners returned a signed deed.

Condemnation of these ten parcels would be necessary to obtain all of the required right-of-way. The Engineering and Public Works Departments are therefore presenting this information for committee review, and are recommending that the remaining ten right-of-way parcels on Shiney Road be condemned.

**FOR ACTION.** Public Facilities Committee on August 17, 2015.

**RECOMMENDATION.** The Public Facilities approve and recommend to County Council to authorize the condemnation of ten parcels on Shiney Road in order to allow the paving project to go forward.

JRM/EWK/mjh

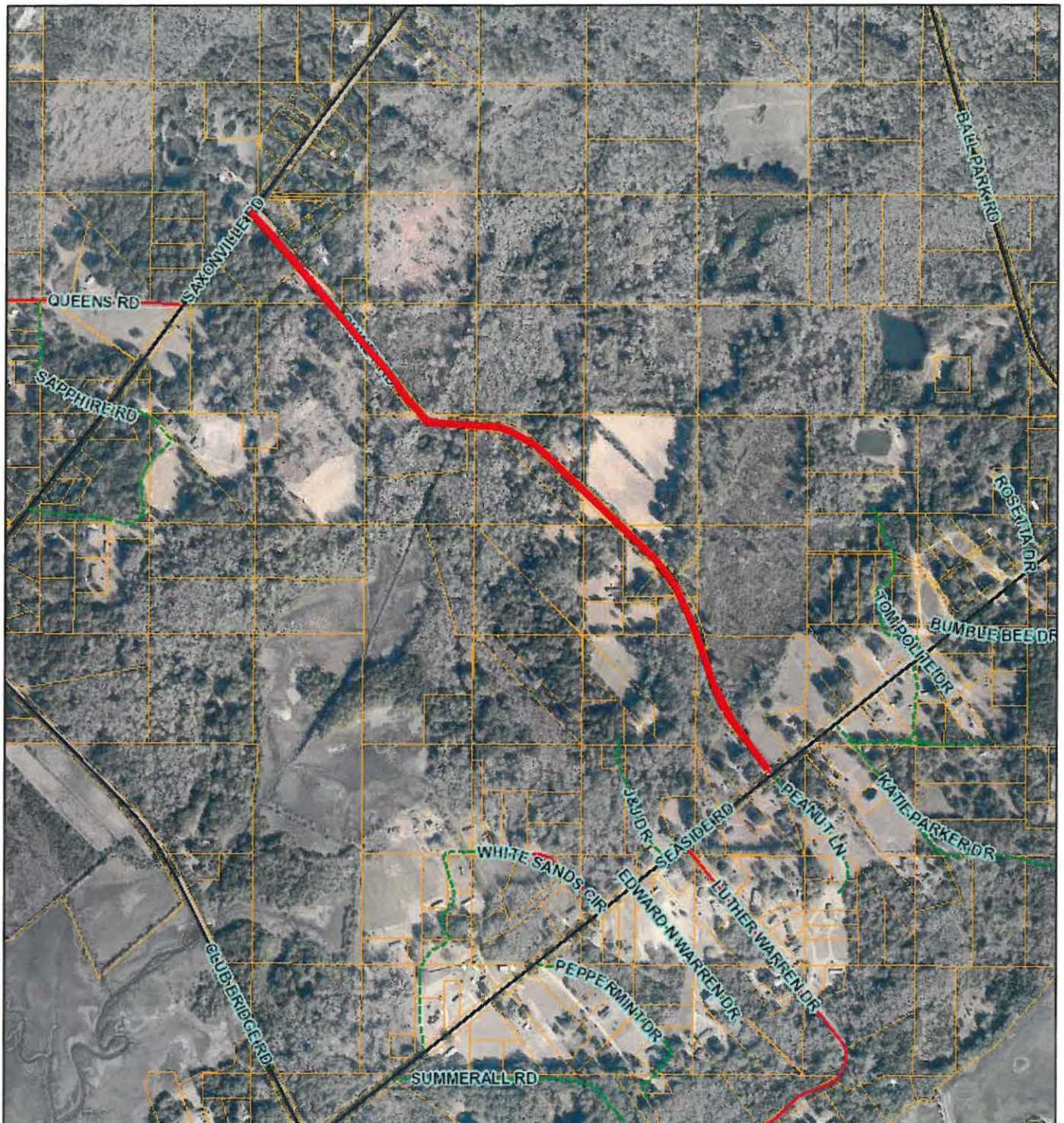
Attachments: 1) Location Map  
2) Sample Correspondence

cc: Eddie Bellamy

Rd/ROW/CondemnShineyRd



# SHINEY ROAD - ST. HELENA ISLAND

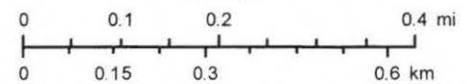


July 29, 2015

1:11,980

## Road Classifications

— <all other values>	--- PRIVATE, UNPAVED
— STATE, PAVED	--- PRIVATE, UNDETERMINED
--- STATE, UNPAVED	--- TOWN, PAVED
--- COUNTY, PAVED	--- TOWN, UNPAVED
--- COUNTY, UNPAVED	--- MILITARY / PAVED
--- PRIVATE, PAVED	--- MILITARY / UNPAVED
	□ Parcels



The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.



April 22, 2014

Shirley Bonelli  
16 Pembroke Ct.  
Bay Shore, NY 11706

**Re: Shiney Road:** Tax Map #: R300 023 000 0081 0000

Dear Ms. Bonelli:

The Beaufort County Transportation Committee (CTC) is considering Shiney Road for inclusion in the County's ongoing Dirt Road Paving Program. Before the road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way that require moving to accommodate the proposed work. It appears this work will be very minimal and we will work around these items including trees, vegetation, and landscaping wherever possible.

Our road survey indicates that the County must acquire 0.107 acre (4,677 SF) and 0.085 acre (3,708 SF) portions of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey these portions of your property to the County using the enclosed quitclaim deed. The strips of land to be conveyed are shown in Exhibit "A" of the deed.

If you want Shiney Road to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

Please consider our request carefully. If we are unable to acquire the 50' right-of-way, Shiney Road will not be paved. It may also be reclassified as a private road and removed from the County's maintenance inventory. This means that you and the other adjoining property owners would bear the costs of any future road maintenance.

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt  
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed, map

September 4, 2014

Shirley Bonelli  
16 Pembroke Ct.  
Bay Shore, NY 11706

**Re: Shiney Road:** Tax Map #: R300 023 000 0081 0000

**2<sup>nd</sup> Request**

Dear Ms. Berry:

The Beaufort County Transportation Committee (CTC) is considering Shiney Road for inclusion in the County's ongoing Dirt Road Paving Program. Before the road can be paved, however, the County must first acquire a 50'-wide road right-of-way from the adjacent property owners. The 50' right-of-way allows the CTC to fund the paving project with money derived from the State gasoline tax. If the project goes forward, the County will pave a new 20' wide asphalt section and provide accompanying drainage improvements. The County will be responsible for relocating all utilities, mailboxes, and other structures located within the deeded right-of-way that require moving to accommodate the proposed work. It appears this work will be very minimal and we will work around these items including trees, vegetation, and landscaping wherever possible.

Our road survey indicates that the County must acquire 0.107 acre (4,677 SF) and 0.085 acre (3,708 SF) portions of your property in order to assemble a 50' right-of-way. Therefore, we are requesting that you convey these portions of your property to the County using the enclosed quitclaim deed. The strips of land to be conveyed are shown in Exhibit "A" of the deed.

If you want Shiney Road to be paved, we ask that you sign the deed, have it notarized, and return it to our office in the enclosed self-addressed envelope. If you do not wish to convey your interest in the roadway, please return the unsigned deed to us as soon as possible.

**Please consider our request carefully. If we are unable to acquire the 50' right-of-way, Shiney Road will not be paved. It may also be reclassified as a private road and removed from the County's maintenance inventory. This means that you and the other adjoining property owners would bear the costs of any future road maintenance.**

If you have any questions or concerns, please contact Don Smith or Eric Klatt at (843) 255-2700.

Sincerely,

Eric W. Klatt  
Right-Of-Way Manager

EWK/cvs

Enclosures: Deed



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Thomas Keaveny, County Attorney *TK*

FROM: Robert McFee, PE, Division Director of Construction Engineering & Facilities *JRM*

SUBJ: **Removal of a Section of Melrose Landing Road from the Dirt Road Maintenance Inventory**

DATE: July 27, 2015

**BACKGROUND.** Melrose Landing Road is a 0.18 mile road located on Daufuskie Island. The easternmost section of this road is unpaved and approximately 168' in length. The eastern terminus forms a T-intersection with Freeport Road. Although the County has maintained the dirt portion of Melrose Landing Road for a number of years, it does not own the right-of-way, nor does it have an easement.

Cooper River Landings and Properties, Inc., owns the property on which the unpaved section of Melrose Landing Road is located. The owner has requested that the County cease maintaining, and abandon its interest, in this section of the road.

Staff believes this request to be in the best interests of the public for the following reasons: (1) Freeport Road can be accessed from a point just south of Melrose Landing Road. (2) The County does not own the right-of-way. (3) The County nor citizen access would be "harmed" by abandoning its tenuous interest in this 168' dirt section.

**FOR ACTION.** Public Facilities Committee on August 17, 2015.

**RECOMMENDATION.** This item is for informational purposes only and does not require any action by the Public Facilities Committee.

JRM/EWK/mjh

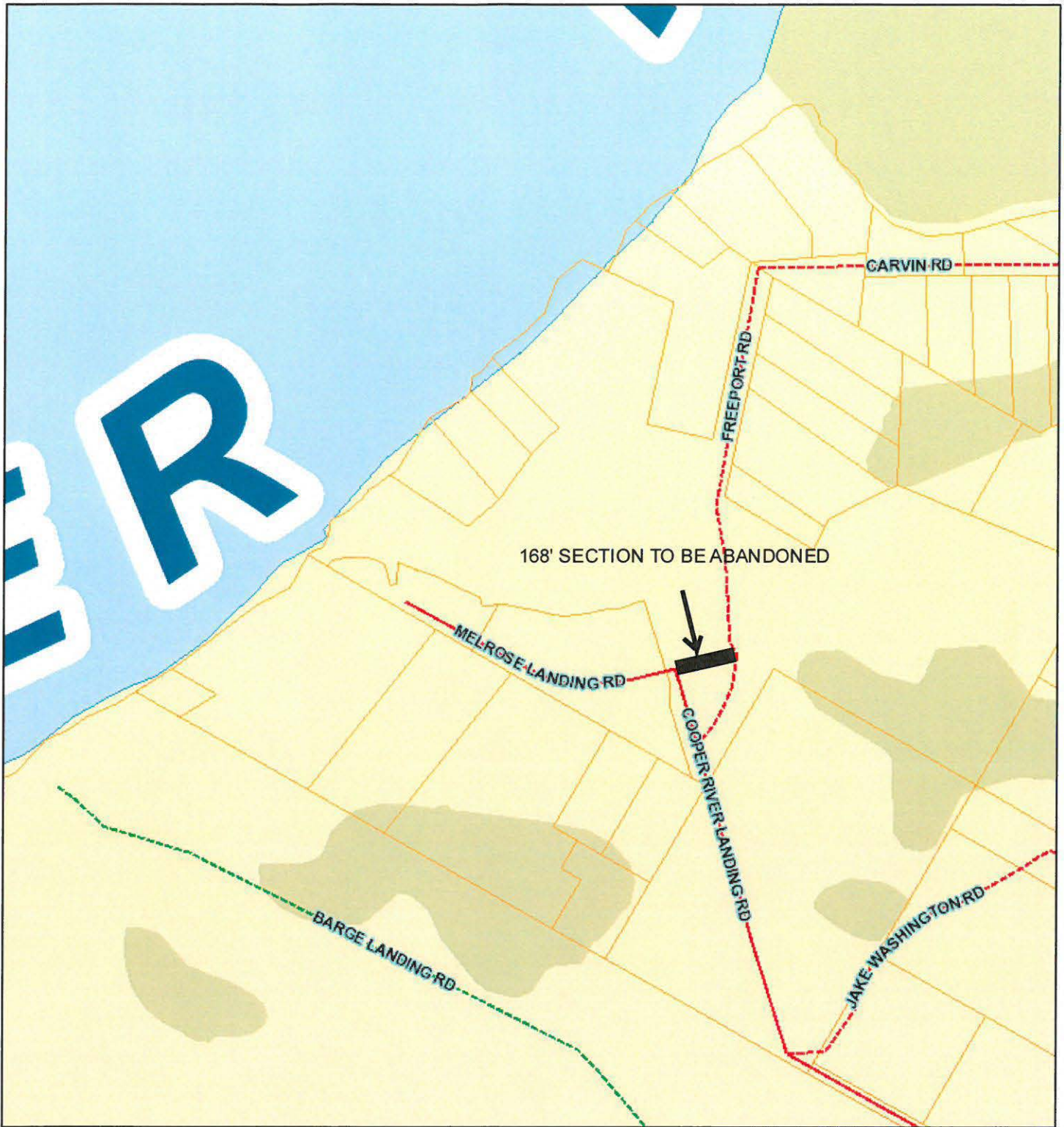
Attachments: 1) Location Map  
2) Aerial photo  
3) Correspondence (e-mail)

cc: Eddie Bellamy

roads/ROW/RemoveMelRoseLanding



# MELROSE LANDING RD.



July 27, 2015

## Road Classifications

— <all other values>

— STATE, PAVED

--- STATE, UNPAVED

— COUNTY, PAVED

--- COUNTY, UNPAVED

— PRIVATE, PAVED

--- PRIVATE, UNPAVED

--- PRIVATE, UNDETERMINED

— TOWN, PAVED

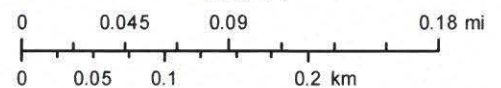
--- TOWN, UNPAVED

— MILITARY / PAVED

--- MILITARY / UNPAVED

□ Parcels

1:5,276





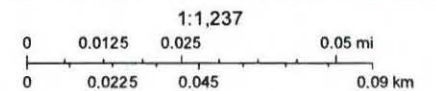
# MELROSE LANDING ROAD - SECTION TO BE ABANDONED



July 27, 2015

## Road Classifications

— <all other values>	— PRIVATE, PAVED	— MILITARY / UNPAVED
— STATE, PAVED	— PRIVATE, UNPAVED	□ Parcels
— STATE, UNPAVED	— PRIVATE, UNDETERMINED	
— COUNTY, PAVED	— TOWN, PAVED	
— COUNTY, UNPAVED	— TOWN, UNPAVED	
	— MILITARY / PAVED	



The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.



## Hickman, Maggie

---

**From:** McFee, Robert  
**Sent:** Tuesday, July 14, 2015 2:03 PM  
**To:** Bellamy, Eddie; Klatt, Eric; Keaveny, Thomas; Hickman, Maggie  
**Subject:** FW: Request for Road Abandonment  
**Attachments:** Melrose Landing Road.pdf

Thanks Eddie.

Given the conditions as I understand them, it seems to serve a very limited public service/benefit. I believe we can take this request to Public Facilities on August 17 and see if Council agrees to formally abandon it.

Unless I am advised otherwise, I'll have Eric and Maggie work up an agenda item.

Rob

---

**From:** Bellamy, Eddie  
**Sent:** Tuesday, July 14, 2015 11:04 AM  
**To:** McFee, Robert  
**Cc:** Klatt, Eric; Stanley, Jimmy  
**Subject:** RE: Request for Road Abandonment

Rob,

My apologies. I made the map yesterday and thought I had attached it. The portion he is requesting us to abandon is marked in blue on the attached map.

VR/ Eddie

---

**From:** McFee, Robert  
**Sent:** Tuesday, July 14, 2015 11:00 AM  
**To:** Bellamy, Eddie  
**Subject:** RE: Request for Road Abandonment

Eddie,

Could you send me a map with the abandonment portion shown?

I've looked at the island on our mapping site and am not sure exactly where this portion lies.

Rob

---

**From:** Bellamy, Eddie  
**Sent:** Monday, July 13, 2015 5:13 PM  
**To:** McFee, Robert; Klatt, Eric  
**Cc:** Larson, Eric; Stanley, Jimmy  
**Subject:** Request for Road Abandonment

Rob,

The e-mail below is from Wick Scurry and requests that we abandon maintenance of that section of Melrose Landing Road that is east of Cooper River Landing Road and west of Freeport Road. That section of the road is about 160 feet long and is dirt; we do not own the r-o-w.

That little piece of road basically renders about ½ acre of parcel R800 121 000 0006 0000 unusable. There is very little traffic between the old Melrose Ferry Landing and Freeport these days. I recommend that we abandon that part of the road as requested.

VR/ Eddie

---

**From:** [syacatsgrin@aol.com](mailto:syacatsgrin@aol.com) [<mailto:syacatsgrin@aol.com>]  
**Sent:** Monday, July 13, 2015 10:46 AM  
**To:** Bellamy, Eddie  
**Subject:** Fwd: Dear Eddie,

-----Original Message-----

From: wick Scurry <[wickscuryaol.com@me.com](mailto:wickscuryaol.com@me.com)>  
To: syacatsgrin <[syacatsgrin@aol.com](mailto:syacatsgrin@aol.com)>  
Sent: Fri, Jul 10, 2015 1:21 pm  
Subject: Dear Eddie,

Dear Eddie,

Thanks for the information. I would like to formally request that Beaufort County abandon the dirt road that is an extension of Melrose landing road that goes north east threw Cooper River Landing property.

Thank you,

Wick Scurry  
President  
Cooper River Landing Property





**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Tom Keaveny, County Attorney *JK*

FROM: Robert McFee, PE, Division Director of Construction Engineering & Facilities *JRM McFee*

SUBJ: **Beaufort County Dirt Road Paving Requirements for Dirt Roads Without Right of Way Documentation – Remove from Road Maintenance Inventory – Yard Farm Road, St. Helena Island**

DATE: August 12, 2015

**BACKGROUND.** Yard Farm Road is a dirt road located on St. Helena Island off of Sea Island Parkway. Public Works has maintained the 0.3 mile dirt road for over 20 years. Yard Farm Road was rated for paving in the FY 13/14 – FY 17/18 Dirt Road Paving Program with an overall ranking of 36 out of 212 County dirt roads rated. There are 7 property owners and 6 houses on Yard Farm Road.

In accordance with Section 106.2797 of the ZDSO and Policy Statement 17, the County should have a deeded 50 – foot right of way before the road can be advertised for paving construction improvements. The County does not own right of way or an easement on Yard Farm Road.

County Engineering started the right of way process by having Yard Farm Road surveyed. During the course of the field survey, several property owners contacted the County Engineering Department expressing their desire neither to have Yard Farm Road paved nor grant right of way for improvements. Additionally, Ralph Tupper, an attorney with Tupper, Grimsley & Dean, PA and a property owner on Yard Farm Road, emailed County Engineering and indicated that he would draft the appropriate documents for community maintenance of Yard Farm Road.

Considering these facts, the Beaufort County Legal, Engineering and Public Works Departments now recognize that Yard Farm Road must be designated as a private road and that the County performs no further work or maintenance on this road, unless otherwise directed by County Council.

**FOR ACTION.** Public Facilities Committee Meeting on August 17, 2015.

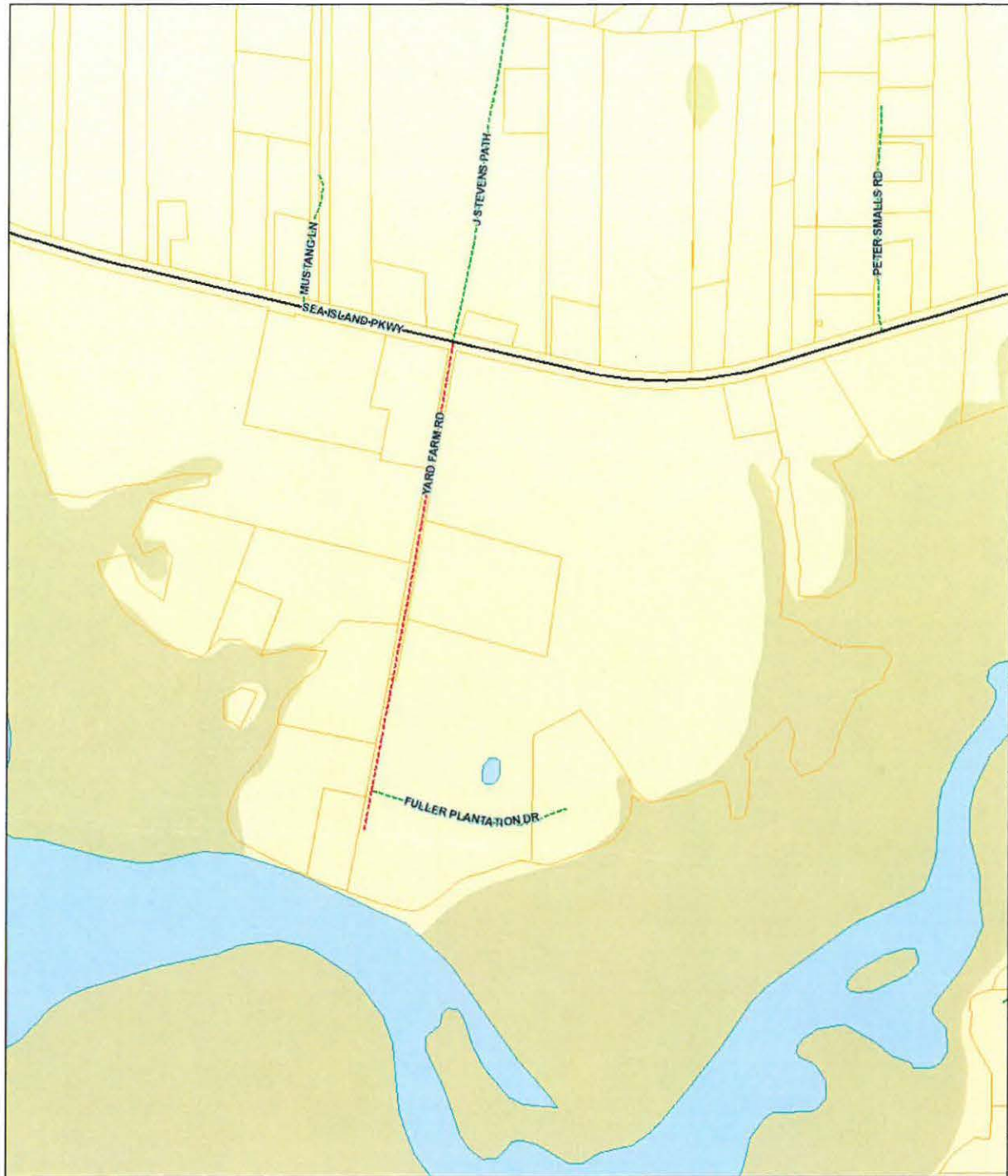
**RECOMMENDATION.** The Public Facilities Committee concurs and recognizes Yard Farm Road as a private road.

JRM/EK/mjh

Attachments: 1) Location Map  
2) 7/8/15 Ralph Tupper Email  
3) 7/8/15 & 7/7/15 Property Owner Emails

cc: Eddie Bellamy

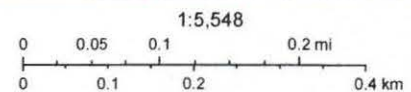
# YARD FARM ROAD - ST. HELENA ISLAND



August 13, 2015

## Road Classifications

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- PRIVATE, UNDETERMINED
- TOWN, PAVED
- TOWN, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED
- Parcels



The information and images contained on this web site are for viewing and informational purposes only. Although much of the data is compiled from official sources, such as deeds and plats, it is not intended to be used as such. Please contact the appropriate Beaufort County Office for official or original documents.



**Klatt, Eric**

---

**From:** McFee, Robert  
**Sent:** Wednesday, July 08, 2015 2:36 PM  
**To:** First Administrative Group/cn=Recipients/cn=eklatt; First Administrative Group/cn=Recipients/cn=ckinton; First Administrative Group/cn=Recipients/cn=maggieh; First Administrative Group/cn=Recipients/cn=jmoore; First Administrative Group/cn=Recipients/cn=eddieb  
**Subject:** FW: Yard Farm Road

FYI

---

**From:** McFee, Robert  
**Sent:** Wednesday, July 08, 2015 2:34 PM  
**To:** 'Ralph Tupper'  
**Cc:** Swanson, Hunter; [ideysach@deysachlaw.com](mailto:ideysach@deysachlaw.com); Sonny; Mary Sharp; Katherine Ferguson; Keaveny, Thomas  
**Subject:** RE: Yard Farm Road

That is the case.

Thank you for your prompt response.

If you will send me a copy of the executed documents, staff can take the issue before the Public Facilities Committee on August 17 and officially recognize y'all's actions in this regard

Let me know if you need anything else.

Rob

---

**From:** Ralph Tupper [<mailto:NedTupper@tgdpa.com>]  
**Sent:** Wednesday, July 08, 2015 1:26 PM  
**To:** McFee, Robert  
**Cc:** Swanson, Hunter; [ideysach@deysachlaw.com](mailto:ideysach@deysachlaw.com); Sonny; Mary Sharp; Katherine Ferguson  
**Subject:** Yard Farm Road

Robert,

My office has performed an initial title search on Yard Farm Road, and it shows that there are no out conveyances to the County. I have also seen your email to Ms. Swanson in which the County is conceding that it has not been able to establish a prescriptive right to improve Yard Farm Road. If that is the case, please confirm and my office will draft the appropriate documents for all the homeowners on Yard Farm to take on the maintenance of the road.

Thank you again for your attention to this matter. Please let me know if you need anything further from me.

Ned

Ralph E. Tupper, Esquire  
Tupper, Grimsley & Dean, P.A.

**Klatt, Eric**

---

**From:** McFee, Robert  
**Sent:** Wednesday, July 08, 2015 10:00 AM  
**To:** First Administrative Group/cn=Recipients/cn=eddieb; First Administrative Group/cn=Recipients/cn=eklatt; First Administrative Group/cn=Recipients/cn=jmoore; First Administrative Group/cn=Recipients/cn=maggieh  
**Subject:** FW: Yard Farm Road

fyi

---

**From:** McFee, Robert  
**Sent:** Wednesday, July 08, 2015 9:56 AM  
**To:** Swanson, Hunter  
**Subject:** RE: Yard Farm Road

Thank you for your email regarding this potential project.

I have received a number of calls in addition to your email expressing the same concerns over any potential roadway improvements.

Our records indicate Beaufort County has maintained this road for well over 30 years but the County has yet to establish a prescriptive right to improve it .

This is not an uncommon situation and if you and your adjacent property owners wish to maintain the status quo, please send me correspondence to that effect, otherwise we will continue to develop plans for improving this roadway.

Please understand that if you and your neighbors assert your right of ownership on this dirt road, the county will be compelled to respect that right and Yard Farm Road will no longer be maintained by Beaufort County.

I look forward to hearing from you and the other property owners along this road.

Thank you

Robert McFee, PE  
Division Director, Construction, Engineering and Facilities Beaufort County

---

**From:** Swanson, Hunter  
**Sent:** Wednesday, July 08, 2015 9:18 AM  
**To:** McFee, Robert  
**Cc:** [ideysach@deysachlaw.com](mailto:ideysach@deysachlaw.com)  
**Subject:** Yard Farm Road

Dear Mr. McFee,

My husband and I are property owners on Yard Farm Rd and I am writing to express our opposition to paving the road.

We bought at Yard Farm because it is rural and private. We also have horses. If the road is paved, I fear that we will lose privacy as well as the inherent charm. It will also not be as conducive to riding horses down the road. As far as I know, any other tracts of land that may be sold in the future will be at least 5 acres in order to preserve the rural nature of the old Fuller Plantation.

Please feel free to contact me at the numbers below should you wish to reach me or have any questions for us.

Thank you for your consideration.



Hunter P. Swanson  
Assistant Solicitor  
Beaufort County- 14th Circuit  
PO Box 1880, Bluffton, SC 29910

Tel: (843) 255-5902

Cell: (843) 422-3774

Fax: (843) 255-9512

[hswanson@bcgov.net](mailto:hswanson@bcgov.net)

## Klatt, Eric

---

**From:** McFee, Robert  
**Sent:** Wednesday, July 08, 2015 8:28 AM  
**To:** orbishop77@hotmail.com  
**Cc:** Gruber, Joshua; First Administrative Group/cn=Recipients/cn=eklatt; First Administrative Group/cn=Recipients/cn=jmoore; First Administrative Group/cn=Recipients/cn=maggieh; First Administrative Group/cn=Recipients/cn=eddieb; Keaveny, Thomasf79  
**Subject:** RE: Engineering--Yard Farm Road

Thank you for your email regarding this potential project.

I have received a number of calls in addition to your email expressing the same concerns over any roadway improvements.

Our records indicate Beaufort County has maintained this road for well over 30 years and as you describe below, the County has yet to establish a prescriptive right to improve it.

This is not an uncommon situation and if you and your adjacent property owners wish to maintain the status quo, please send me correspondence to that effect, otherwise we will continue to develop plans for improving this roadway.

Please understand that if you and your neighbors assert your right of ownership on this dirt road, the county will be compelled to respect that right and Yard Farm Road will no longer be maintained by Beaufort County.

I look forward to hearing from you and the other property owners along this road.

Thank you

Robert McFee, PE

Division Director, Construction, Engineering and Facilities Beaufort County

-----Original Message-----

From: [orbishop77@hotmail.com](mailto:orbishop77@hotmail.com) [<mailto:orbishop77@hotmail.com>]

Sent: Tuesday, July 07, 2015 12:53 PM

To: WENG

Subject: Engineering

Sender: Sonny Bishop

Phone: 843-838-2034

Message:

I am flabbergasted to see surveyors measuring trees on Yard Farm Road where I live to make a paved road of 50 feet. This road has always been a private road for the use of the property owners, not a county road. My grandfather, OH Bishop owned the Yard Farm since 1932 and the road was owned by him and one other property owner who had 3 acres. When the MacDonald Wilkins Cotton gin was here, the property owners were the company and Mr Bachelder, a silent partner who was given a right of way to his home. When my grandfather died, he left the property to OR Bishop and JC Bishop with the road as access to both halves. How does the county now claim a private road as public to be paved? Plans for this should be stopped since no property owner serviced by Yard Farm Road wants it widened or paved. Already some of us are contemplating how to proceed if plan do go forward.

## Modified Agreement Between Beaufort County and Town of Bluffton

**WHEREAS**, the County, a political subdivision of the State of South Carolina, is the owner of a parcel of real property located in the Town of Bluffton, South Carolina consisting of 5.024 acres as shown in the plat recorded at Plat Book 90 at Page 188 (hereinafter "County Property;"); and

**WHEREAS**, the County Property is subject to a conservation easement recorded at Book 01548 at Page 0626 of the Beaufort County Register of Deeds, which was later modified per the Modification of Conservation Easement recorded at Book 1693 at Page 2002 and then assigned per the Assignment of Modified Easement recorded at Book 1693 at Page 2010; and

**WHEREAS**, the County and the Town are co-owners of that parcel of real property located in the Town of Bluffton, South Carolina which is immediately adjacent to the County Property consisting of 1.863 acres, as shown in the plat recorded at Plat Book 118 at Page 100; and

**WHEREAS**, the County and the Town desire to foster the historic use of the Park as, in part, an oyster processing factory, honor the terms of the conservation easement, and continue the traditional uses of the property as a place to gather for oyster roasts, community events and the like; and

**WHEREAS**, the County and the Town desired to enter into this Agreement to transfer responsibility for the maintenance, liability and operation of the Park property as well as the adjacent Operations Zone in exchange for the Town being able to exclusively manage the Park and receive all income generated therefrom; and

**WHEREAS**, on October 25, 2004, the County and the Town entered into an Agreement for the joint undertaking to share in the use and expenses associated with the Park and maintain the historic character of the Park to the extent permitted by the Conservation Easement now in effect or as may be amended from time to time by the Grantee and the County; and

**WHEREAS**, the parties desire to amend the October 25, 2004 Agreement (hereinafter the "2004 Agreement"); and

**WHEREAS**, the County and the Town agree to assign all duties and responsibilities associated with the funding, operations, maintenance, and general conditions of the Park and the adjacent Operations Zone Property to the Town.

**NOW THEREFORE**, for due and valuable consideration, the parties agree as follows:

1. The Park is occupied, in part, by the Tenant D&L Seafood Company, Inc., d/b/a Bluffton Oyster Company. D&L Seafood Company, Inc. operates an oyster processing/retail establishment in the an area designated in the Park as the "Operations Zone." The Operations Zone is presently committed to a use by D&L Seafood Company, d/b/a Bluffton Oyster Company under the terms and conditions of a lease and assignment of same to the County. D&L Seafood Company has been granted the use of the Operation Zone which consists of the Building in which the Bluffton Oyster Factory operates together with the land as shown and labeled on the plat attached hereto for the limited purposes provided by the Lease. The County shall assign all of its rights in interest in the Lease to the Town of Bluffton who shall accept such assign and be responsible for the enforcement of the Lease and all of its corresponding provisions.
2. The Park shall be maintained as open space, as a passive park, and open gateway to scenic vistas and accesses to the May River for recreational boating. There shall be no improvements constructed thereon without the express, written consent of the County. Furthermore, such construction shall be subject to the applicable ordinance(s) of the Town. The Park shall be made available to the general public for recreational boating; provided, however, the Town may conduct organized events within the Park upon notice.
3. Operation of the Park is under the supervisory authority of the Town.
4. This Agreement and these terms may be amended, changed, modified or altered by the Town if doing so, in its discretion, is in the public's best interests. Nothing in this Agreement shall operate to limit the County's authority, as owner of a public facility, to limit the use of the Park in a manner it deems most beneficial to the public at large.
  - a. Hours of Operation: The Park shall be open to the general public daily, during daylight hours, and at such other times as may be approved by the Town as provided herein. The boat ramp shall be open for use by the general public daily, twenty-four (24) hours a day.



- b. Special Events: A special event means the congregation of persons on the Park premises, at a function hosted or approved by the Town, and where food, beverages, events, entertainment or a concert are provided.
  - c. Process of Handling of Special Events: Special Events at the Park will be procedurally and substantively handled like all other special events in the Town.
  - d. Disposition of Fees from Special Events: The gross receipts from Special Events shall inure to the benefit of the Park unless prior approval has been given to host a Special Event as a “fund-raiser” for a public or charitable purpose. Other than permitted public purpose or charitable “fund-raisers,” the gross receipts from Special Events shall be remitted to the Town. Special Event funds shall be expended solely for the general upkeep, maintenance and improvement of the Park and Park facilities.
5. **Public Beach**. To the extent that the sandy area lying in and adjacent to the boat ramp in the Park premises may be used as a public beach, the County and Town agree to enforce the following restrictions. Driving or operating any motor vehicle on the public beach other than in the designated areas for purposes of launching a boat is prohibited. Using a surfboard or a motorized device including a personal watercraft in the area of the beach and in any manner as to become a hazard to bathers, swimmers, boaters or others shall be prohibited. Glass bottles, drinking glasses or other glass containers shall be prohibited on the beach.
6. **Use of Alcoholic Beverages**. County owned recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. As such, the Town shall regulate the Park in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fund raising events and special events provided that its use is not in conflict with any other County or Town ordinance or state law.
7. The Town shall regulate parking within the Park and restrict boat and boat trailer parking to the area designated for such purpose.
8. The Town maintain the boat ramp in a condition suitable for recreation boating.
9. The Town shall provide, at least weekly, regular refuse, litter and garbage pick-up free of charge to the County, in all the Park areas exclusive of the Operations Zone. Additionally, the Town shall be responsible for providing all maintenance and cleaning of the restroom facilities located at the Park.
10. The County and the Town shall notify their respective property and liability insurers, which provide the County and the Town general liability insurance now and in the future of the modifications to the initial undertaking. As the party

responsible for the operation, maintenance, use and condition of the Park and all related facilities, the Town agrees to be the primary responsible party for any and all liability resulting from the use of the Park to the extent that immunity has been waived under State of South Carolina law.

11. Capital Improvements, including demolition, shall be jointly reviewed by the County and the Town. The Town shall advise the County of Town zoning and land use regulations which may apply to the subject property. Such improvements shall conform to Town regulations. In the event that a variance(s) are required, such variance shall not be unreasonably withheld. The Concept plan dated November 2002 Exhibit B shall serve as an initial and general guide concerning capital improvements. The Town shall be responsible for updating the Concept plan as necessary. Upon approval, the updated Concept plan shall replace the Concept plan dated November 2002 as Exhibit B of this Agreement. The Town shall manage all capital improvements. The Town and County agree to cooperate to secure funds for capital improvement from any available source. Funds collected from grants and/or non-profit/private entities for capital improvements may be accepted on terms acceptable to the Town.
12. The County and the Town acknowledge the presence of a structure on the southwest side of the Park with potentially historic significance. Any improvements or disposition of the structure shall conform to the Town's Historic Preservation Commission guidelines.
13. Signage and associated lighting shall be mutually agreed on by the County and the Town. Design of the signage shall be guided by the Town's sign ordinance.
14. The Town shall provide law enforcement with back up by the County Sheriff's office, as required.
15. It is agreed that either of the parties shall have the right and privilege of terminating this Agreement at any time upon giving one (1) months notice, in writing, to the other party of its intention to do so, and in the event this Agreement is terminated, then all rights and interests of the parties shall cease, and any permanent building or improvements erected by Town shall then be, and become the property of the County.

*Intentionally Left Blank*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly appointed officers this day and year as aforewritten.

**BEAUFORT COUNTY COUNCIL**

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

**TOWN OF BLUFFTON**

By: \_\_\_\_\_  
Marc Orlando  
Town Manager

DRAFT

AGREEMENT

STATE OF SOUTH CAROLINA )  
 ) Modified Agreement Between Beaufort  
COUNTY OF BEAUFORT ) County and Town of Bluffton

STATE OF SOUTH CAROLINA →  
 ) In Re: Bluffton Oyster Factory and Park  
COUNTY OF BEAUFORT →

This Modified Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of May, 2015 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the "County,"), and the Town of Bluffton, South Carolina (hereinafter the "Town,").

RECITALS

WHEREAS, the County, a political subdivision of the State of South Carolina, is the owner of a parcel of real property located in the Town of Bluffton, South Carolina commonly referred to as the Oyster Factory Park, consisting of 5.024 acres as shown in the plat recorded at Plat Book 90 at Page 188, (hereinafter "County Property the Park,""); and

WHEREAS, the County purchased the County Property Park subject to a Lease between the Beaufort County Open Land Trust, and Tenant, D&L Seafood Corporation, d/b/a The Bluffton Oyster Company, the lease being attached hereto as Exhibit A and made part hereof; and

WHEREAS, the Park-County Property is subject to a conservation easement recorded at Book 01548 at Page 0626 of the Beaufort County Register of Deeds, which was later modified per the Modification of Conservation Easement recorded at Book 1693 at Page 2002 and then assigned per the Assignment of Modified Easement recorded at Book 1693 at Page 2010; and

WHEREAS, the County and the Town recognize the historic significance of the Bluffton Oyster Company as the last oyster processing facility in South Carolina; and

~~WHEREAS, the County and the Town desire to foster the historic use of the Park as, in part, an oyster processing factory, honor the terms of the conservation easement, and continue~~



~~the traditional uses of the property as a place to gather for oyster roasts, community events and the like; and~~

WHEREAS, the County and the Town are co-owners of that parcel of real property located in the Town of Bluffton, South Carolina which is immediately adjacent to the County Property consisting of 1.863 acres, as shown in the plat recorded at Plat Book 118 at Page 100; and

WHEREAS, the 5.024 acre County Property and the 1.863 acre County and Town property comprise the 6.887 acres, is commonly referred to as the Oyster Factory Park, (hereinafter "the Park"); and

WHEREAS, the County and the Town desire to foster the historic use of the Park as, in part, an oyster processing factory, honor the terms of the conservation easement, and continue the traditional uses of the property as a place to gather for oyster roasts, community events and the like; and

WHEREAS, the County and the Town ~~desire~~desired to enter into this Agreement to transfer responsibility for the maintenance, liability and operation of the Park property as well as the adjacent Operations Zone in exchange for the Town being able to exclusively manage the Park and receive all income generated therefrom; and, for a joint undertaking to share in the use and expenses associated with the Park and maintain the historic character of the Park to the extent permitted by the Conservation Easement now in effect or as may be amended from time to time by the Grantee and the County and to further outline the joint responsibilities and duties associated with the funding, operation, maintenance, and general conditions of the Park;

NOW THEREFORE, ~~WHEREAS~~, on October 25, 2004, the County and the Town entered into this Agreement under for the following terms joint undertaking to share in the use and expenses associated with the Park and maintain the historic character of the Park to the extent permitted by the Conservation Easement now in effect or as may be amended from time to time by the Grantee and the County; and

WHEREAS, the parties desire to amend the October 25, 2004 Agreement (hereinafter the "2004 Agreement"); and

WHEREAS, the County and the Town agree to assign all duties and responsibilities associated with the funding, operations, maintenance, and general conditions of the Park and the adjacent Operations Zone Property to the Town.

NOW THEREFORE, for due and valuable consideration, the parties agree as follows:

1. The Park is occupied, in part, by the Tenant D&L Seafood Company, Inc., d/b/a Bluffton Oyster Company. D&L Seafood Company, Inc. operates an oyster processing/retail establishment in the an area designated in the Park as the "Operations Zone." ~~The Operations Zone is not subject to this Agreement.~~ The Operations Zone is presently committed to a use by D&L Seafood Company, d/b/a

**Formatted:** List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

**Formatted:** Font: (Default) Times New Roman, 10 pt

**Formatted:** Font: (Default) Times New Roman, 10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman, 10 pt

**Formatted:** Font: (Default) Times New Roman, 10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman, 10 pt

Bluffton Oyster Company under the terms and conditions of a lease and assignment of same to the County. D&L Seafood Company ~~has been granted the use of the Operation Zone which consists of the Building in which the Bluffton Oyster Factory operates together with the land as shown and labeled on the plat attached hereto for the limited purposes provided by the Lease.~~ The County shall assign all of its rights in interest in the Lease to the Town of Bluffton who shall accept such assign and be responsible for the enforcement of the Lease and all of its corresponding provisions. The remainder of the Park property, exclusive of the Operations Zone, is operated ~~1. by Beaufort County and committed to use by the general public.~~

- ~~2.~~ The Park shall be maintained as open space, as a passive park, and ~~an~~ open gateway to scenic vistas and accesses to the May River for recreational boating. There shall be no improvements constructed thereon without the express, written consent of the County. ~~Further~~Furthermore, such construction shall be subject to the applicable ~~ordinances~~ordinance(s) of the Town ~~of Bluffton~~. The Park shall be made available to the general public ~~for recreational use and access to scenic vistas and the May River for recreational boating; provided, however, the Town may conduct organized events within the Park upon notice to and approved by the Beaufort County Parks & Leisure Services Division.~~

- ~~2.~~
3. Operation of the Park is under the supervisory authority of the Beaufort County Parks & Leisure Services Division. ~~For purposes of this Agreement, the liaison between Beaufort County and the Town is the Beaufort County Parks and Leisure Services Director or his designee.~~Town.
4. ~~The Park shall operate as follows; provided, however,~~ This Agreement and these terms may be amended, changed, modified or altered by the CountyTown if doing so, in ~~theits~~ discretion ~~of the County~~, is in the public's best interests. Nothing in this Agreement shall operate to limit the County's authority, as owner of a public facility, to ~~operate~~limit the use of the Park in a manner ~~in which~~ it deems most beneficial to the public at large.

- a. Hours of Operation: The Park shall be open to the general public daily, during daylight hours, and at such other times as may be approved by the Beaufort County Parks and Leisure Services DepartmentTown as provided herein. The boat ramp shall be open for use by the general public daily, twenty-four (24) hours a day.

- b. Special Events: A special event means the congregation of persons on the Park premises, at a function hosted or approved by the ~~County or the~~ Town, and where food, beverages, events, entertainment, or a concert are provided. The County

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: List Paragraph, Indent: Left: 0.75", First line: 0"

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Left, Indent: Left: 0.5", Space After: 10 pt, Line spacing: Multiple 1.15 li

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

~~b-c. Process of Handling of Special Events: Special Events at the Park will be procedurally and Town may host, directly, a substantively handled like all other special event or the County or the Town may sponsor a third party to conduct a special event. A special event may be an event to which the general public is invited or an event to which admission is limited to a specified group to the exclusion of the general public during the duration of the event. Special events may be fee based or non-fee based. Fees may include fees for admission and charges for food, beverages, entertainment, and other vendors typical of such events. All fee based special events shall be for a public or charitable purpose as provided herein. These special event provisions shall be construed to secure the beneficial use of the Park for the general public and invitees and to secure the public's or the invitee's safety, health and general welfare by assuring the structural strength and stability of any temporary structures erected for use at a special event, and secure sanitation and safety to life and property from fire and other hazards incidental to the congregation of persons at an outdoor public assembly at a special event in the Town.~~

~~a. Scheduling: A special event shall be scheduled as follows:~~

- ~~i. The County or the Town must write the Beaufort County Parks and Leisure Services Director to request approval to schedule a special event to be hosted by the County or the Town. When the County or the Town intends to sponsor a third party to conduct a special event, the request must be made by the County or the Town. The request must include the information provided below.~~
- ~~ii. All special events must obtain prior written approval from the Beaufort County Parks and Leisure Services Department Director or his designee.~~
- ~~iii. The request to schedule a special event must include: (a) the proposed date, (b) time, (c) duration of the special event, (d) description of the special event and purpose of the event, (e) the amount of an admission fee, if any, (f) the amount charged for food, beverage and entertainment, if any, (g) whether the event is open to the general public or a named, specified group, and (h) when the County or the Town is sponsoring a third party, the third party's owner, authorized agent, promoter or individual which desires to be sponsored to host a special event must be included along with the event organizer's address and telephone number and a contact name and telephone number.~~
- ~~iv. The Beaufort County Parks and Leisure Services Director~~

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

~~shall notify the Town, in writing, of the disposition of the request. The County and the Town recognize that the Park is committed to use by the general public. The County and the Town agree exclusion of the general public to access and free use of the Park should be an exception rather than the rule and special events shall be approved based on frequency, time, the nature of the event and the imposition of fees, if any.~~

~~e.d. Disposition of Fees from Special Events: The gross receipts from Special Events shall inure to the benefit of the Park unless prior approval has been given to host a Special Event as a "fund-raiser" for a public or charitable purpose. Other than permitted public purpose or charitable "fund-raisers," the gross receipts from Special Events shall be remitted to the Beaufort County Parks & Leisure Services Director within thirty days of the conclusion of the special event. In return, the Beaufort County Parks & Leisure Services Director shall notify the Town of Bluffton of such remittances.~~ Special Event funds shall be expended solely for the general upkeep, maintenance and improvement of the Park and Park facilities.

~~b. General Provisions for Special Events:~~

- ~~i. The approval to conduct a special event shall expire at the conclusion of the special event or at midnight on the day of the special event, whichever comes first. Special events may be held for more than one day if prior approval is granted and in that event, the approval shall expire at midnight on the last day of the special event.~~
- ~~ii. Temporary Structures: The erection of all temporary structures intended for use at a special event shall be inspected and approved by a Beaufort County Building Codes Officer prior to the day of the event. A temporary structure includes a tent, all similar temporary structures and all temporary seating, platforms and the like. If the Building Codes Officer finds the temporary structure or the construction thereof is, in his or her opinion, unsafe, then he or she shall notify the Beaufort County Parks and Leisure Services Department Director or his designee and the contact person for the special event. The Building Codes Officer shall notify the County, the Town or the third party of the corrections to be made. The Building Codes Officer shall again inspect the work or apparatus. No temporary structures may be used at a special event without approval of the Beaufort County Building Codes Official. Tents shall not be located in areas where underbrush, grass or other products~~

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt



~~of combustion exist in substantial amounts. The grounds within and adjacent to tents may be cleared, with prior approval of the Beaufort County Parks and Leisure Services Department Director or his designee, of all such materials or similar fire hazards. No tent shall be erected closer than fifty feet to a public right of way or be situated in such a manner that it could create a traffic hazard. No tent shall be erected within 100 feet of an open flame cooking source, i.e., an oyster roast it and similar outdoor cooking facilities.~~

~~iii. Security and Safety. Prior to the issuance of any approval to conduct a special event, the host shall arrange for a minimum of two paid law enforcement officers for every anticipated 500 persons in attendance. The law enforcement officers are to be paid by the host of the event. The host shall provide written advance notice to the Beaufort County Emergency Management Officer and the Town of Bluffton Police Department of the location and time of the event. An unobstructed path of travel for access and egress to the Park shall be maintained at all times during the special event for the use of emergency vehicles.~~

~~iv. Sanitation Toilet facilities. The Park shall have two toilet facilities, one for men and one for women. If attendance is anticipated to exceed an average daily attendance in excess of two hundred and fifty (250) people, the Beaufort County Parks and Leisure Services Director may require that the host provide additional portable toilets.~~

~~v. Solid waste disposal and recycling of oyster shells. All solid waste and litter shall be removed from the Park immediately following the special event. All oyster shells shall be removed to an approved oyster shell recycling site.~~

~~vi. Parking spaces for vehicles. Parking is available on the Park premises. The host of a special event shall ensure that adequate parking space for anticipated attendance is available within the Park premises or obtain permission for alternate site parking. Parking along the shoulder of the Park's entry road or frontage road is prohibited unless prior special permission is obtained from the Town of Bluffton. Parking in any major thoroughfare and in any manner that would create a traffic hazard shall be prohibited.~~

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

~~vii. Discharge of Fireworks. Discharging fireworks on the Park premises shall be prohibited except by prior written approval by the County Administrator. Approval must be obtained twenty four hours in advance of planned fireworks display.~~

~~viii. Other than approved, special events, the Park shall remain free for use by the general public. Neither the County nor the Town may charge Park users for use of the Park unless the charge is associated with a special event previously approved by the County.~~

5. Public Beach. To the extent that the sandy area lying in and adjacent to the boat ramp in the Park premises may be used as a public beach, the County and Town agree to enforce the following restrictions. Driving or operating any motor vehicle on the public beach other than in the designated areas for purposes of launching a boat is prohibited. Using a surfboard or a motorized device including a personal watercraft in the area of the beach and in any manner as to become a hazard to bathers, swimmers, boaters or others shall be prohibited. Glass bottles, drinking glasses or other glass containers shall be prohibited on the beach.
6. Use of Alcoholic Beverages. County owned recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. ~~It is the policy of the County and As such,~~ the Town ~~to shall~~ regulate the Park in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fund raising events and special events provided that its use is not in conflict with any other County or Town ordinance or state law.
7. The Town shall regulate parking within the Park and restrict boat and boat trailer parking to the area designated for such purpose.
8. The ~~County shall Town~~ maintain the boat ramp in ~~its current configuration and in a~~ condition suitable for recreation boating.
9. ~~The County shall notify the Town of the date the Park is open for public use. After the Park is opened for public use, the Town shall provide at least two (2) refuse containers on the Park property outside of the Operations Zone. Thereafter, the Town shall provide, at~~ The Town shall provide, at least weekly, regular refuse, litter and garbage pick-up free of charge to the County, in all the Park areas exclusive of the Operations Zone. Additionally, the Town shall be responsible for providing all maintenance and cleaning of the restroom facilities located at the Park.
10. The County and the Town shall notify their respective property and liability insurers, which provide the County and the Town general liability insurance now and in the future of ~~this joint~~ the modifications to the initial undertaking. ~~The County~~ As the party responsible for the operation, maintenance, use and condition of the Park and all related facilities, the Town ~~expressly agree to share equally in~~ agrees to

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

~~be the primary responsible party for~~ any and all liability resulting from the use of the Park ~~and that same shall be shared equally~~ to the extent that immunity has been waived ~~by the under~~ State of South Carolina law.

11. Capital Improvements, including demolition, shall be jointly reviewed by the County and the Town. The Town shall advise the County of Town zoning and land use regulations which may apply to the subject property. Such improvements shall conform to Town regulations. In the event that a variance(s) are required, such variance shall not be unreasonably withheld. The Concept plan dated November 2002 ~~(Exhibit B)~~ shall serve as an initial and general guide concerning capital improvements. The Town shall be responsible for updating the Concept plan as necessary. Upon approval, the updated Concept plan shall replace the Concept plan dated November 2002 as Exhibit B of this Agreement. ~~Initial capital improvements consisting of sanitary facilities shall be the responsibility of the County. Thereafter, the County and~~ The Town shall jointly fund/manage all capital improvements ~~on such terms and conditions as both parties mutually. The Town and County agree to cooperate to secure funds for capital improvement from any available source.~~ Funds collected ~~by from grants and/or~~ non-profit/private entities for this purpose capital improvements may be accepted on terms agreed upon by acceptable to the ~~County and~~ Town.
12. The County and the Town acknowledge the presence of a structure on the southwest side of the Park with potentially historic significance. Any improvements or disposition of the structure shall conform to the Town's Historic Preservation Commission guidelines.
13. Signage and associated lighting shall be mutually agreed on by the County and the Town. Design of the signage shall be guided by the Town's sign ordinance.
14. The Town shall provide law enforcement with back up by the County Sheriff's office, as required.
15. It is agreed that either of the parties shall have the right and privilege of terminating this Agreement at any time upon giving one (1) months notice, in writing, to the other party of its intention to do so, and in the event this Agreement is terminated, then all rights and interests of the parties shall cease, and any permanent building or improvements erected by Town shall then be, and become the property of the County.

*Intentionally Left Blank*

Notice shall be provided as follows:

**Formatted:** Indent: Left: 0", First line: 0.5"

**Formatted:** Font: Italic

**Formatted:** Centered, Indent: Left: 0", First line: 0"

**Formatted:** Indent: Left: 0", First line: 0.5"

**Formatted:** Font: (Default) Times New Roman, 10 pt

**Formatted:** Font: (Default) Times New Roman, 10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman, 10 pt

**Formatted:** Font: (Default) Times New Roman, 10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman, 10 pt

For the Town: \_\_\_\_\_ For the County: \_\_\_\_\_  
Town Manager \_\_\_\_\_ County Administrator \_\_\_\_\_  
P.O. Box 386 \_\_\_\_\_ P.O. Drawer 1228 \_\_\_\_\_  
Bluffton, SC 29910 \_\_\_\_\_ Beaufort, SC 29901-1228 \_\_\_\_\_

~~The laws of the State of South Carolina shall govern this Agreement.~~

**IN WITNESS WHEREOF**, the parties have ~~set caused this Agreement to be executed by~~  
their ~~hands and seals~~ duly appointed officers this day and year as aforewritten.

WITNESSES:

\_\_\_\_\_  
**BEAUFORT COUNTY COUNCIL**

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

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

WITNESSES:

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

Gary Kubic  
County Administrator

\_\_\_\_\_  
**TOWN OF BLUFFTON**

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

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

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

Marc Orlando

Formatted: Indent: Left: 0", First line: 0.5"

Formatted: Left

Formatted: Left, Indent: Left: 3", First line: 0.5"

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt

Formatted: Font: (Default) Times New Roman, 10 pt, Not Bold

Formatted: Font: (Default) Times New Roman, 10 pt



Town Manager

F:\client\B\Bluffton\Intergovernmental Agreements\Modified Agreement - Oyster  
Factory Park.docx

**Formatted:** Font: (Default) Times New Roman,  
10 pt

**Formatted:** Font: (Default) Times New Roman,  
10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman,  
10 pt

**Formatted:** Font: (Default) Times New Roman,  
10 pt, Not Bold

**Formatted:** Font: (Default) Times New Roman,  
10 pt



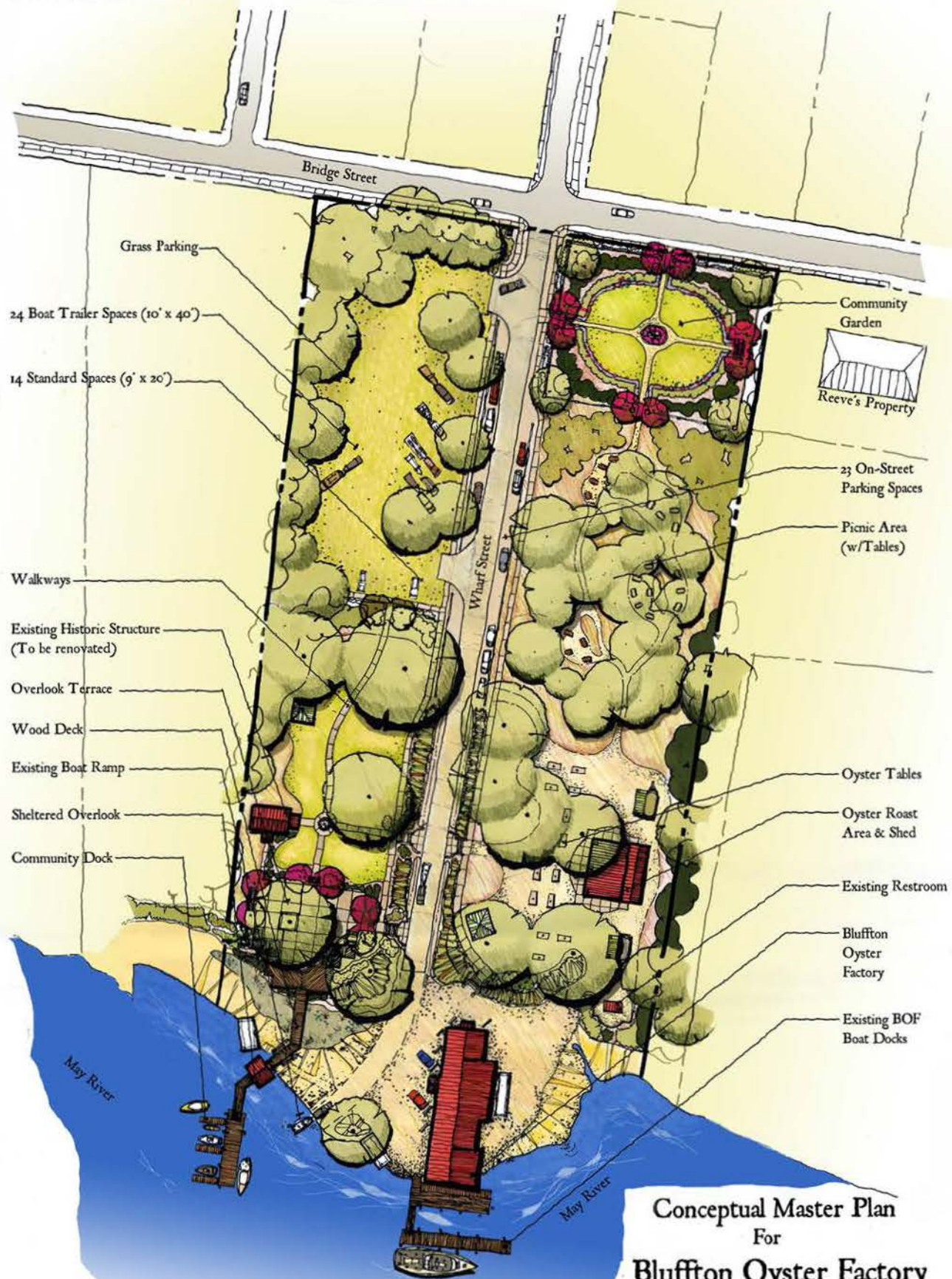


DRAFT





# Exhibit B



## Conceptual Master Plan For Bluffton Oyster Factory

Town of Bluffton  
November 12, 2002



Wood-Partners Inc. **WPI**  
Landscape Architects  
and Planners

1000 Bluffton Highway, Bluffton, SC 29910  
803/321-1111

STATE OF SOUTH CAROLINA                 )  
  ) Agreement Between Beaufort County  
COUNTY OF BEAUFORT                 ) and Town of Bluffton

This Agreement is made and entered into this \_\_\_\_ day of July, 2015 by and between Beaufort County, a political subdivision of the State of South Carolina ("County"), and the Town of Bluffton, South Carolina ("Town").

WHEREAS, the County, a political subdivision of the State of South Carolina is the owner of a parcel of real property located in the Town of Bluffton, South Carolina and a dock at the end of Calhoun Street ("Calhoun Street Dock"); and

WHEREAS, the County and the Town agree to assign all duties and responsibilities associated with the funding, operations, maintenance, and general conditions of the Calhoun Street Dock to the Town.

NOW THEREFORE, the County and the Town enter into this Agreement under the following terms and conditions:

1. The above recitals are incorporated herein.
2. The Calhoun Street Dock shall be maintained as a public dock and open gateway to scenic vistas and accesses to the May River. There shall be no renovations and/or improvements constructed thereon without the express, written consent of the County. Furthermore such construction shall be subject to the applicable ordinances of the Town of Bluffton and State of South Carolina. The Calhoun Street Dock shall be made available to the general public for recreational boating, fishing, and/or water transportation to and from surrounding areas.
3. Operation of the Calhoun Street Dock is under the supervisory authority of Town.
4. Use of Alcoholic Beverages. County owned and Town managed recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. As such, the Town shall regulate the Calhoun Street Dock in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fund raising events and special events provided that its use is not in conflict with any other County or Town ordinance or state law.
5. The County and the Town shall notify their respective property and liability insurers, which provide the County and the Town general liability insurance now and in the future of this Agreement. As the party responsible for the operation, maintenance, use and condition of the Calhoun Street Dock and all related facilities, the Town agrees to be the primary responsible party for any and all liability resulting from the



use of the Calhoun Street Dock to the extent that immunity has been waived by the State of South Carolina.

6. Capital Improvements including renovation and/or expansion shall be jointly reviewed by the County and the Town. The Town shall advise the County of Town zoning and land use regulations which may apply to the subject property. Such improvements shall conform to Town regulations. In the event that a variance(s) are required, such variance shall not be unreasonably withheld. The Town shall manage all capital improvements. The Town and County shall cooperate to secure for capital improvements from any available source. Funds collected from grants and/or private entities for this purpose may be accepted on terms acceptable to the Town.
7. Signage and associated lighting shall be mutually agreed on by the County and the Town. Design of the signage shall be guided by the Town's sign ordinance.
8. The Town shall provide law enforcement with back up by the County Sheriff's Office, as required.
9. It is agreed that either of the parties shall have the right and privilege to terminating this agreement at any time upon giving three (3) months' notice, in writing, to the other party of its intention to do so, and in the event this Agreement is terminated, then all rights and interest of the parties shall cease, and any permanent building or improvements erected by Town shall then be, and become the property of the County.

Notice shall be provided as follows:

For the Town:  
Town Manager  
P.O. Box 386  
Bluffton, SC 29910

For the County:  
County Administrator  
P.O. Drawer 1228  
Beaufort, SC 29901-1228

The laws of the State of South Carolina shall govern this Agreement.

IN WITNESS WHEREOF, the parties have caused this memorandum of understanding to be executed by their duly appointed officers this day and year as aforewritten.

BEAUFORT COUNTY COUNCIL

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

Gary Kubic  
County Administrator

TOWN OF BLUFFTON

By:

\_\_\_\_\_  
Marc Orlando  
Town Manager

F:\CLIENT\B\BLUFFTON\CALHOUN STREET DOCK\AGREEMENTS\AGREEMENT BETWEEN BEAUFORT COUNTY AND TOWN.DOCX

DRAFT



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**BEAUFORT COUNTY ENGINEERING DEPARTMENT**  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Thomas Keaveny, County Attorney *OK*

FROM: Robert McFee, PE, Division Director of Construction Engineering and Facilities *JRM*

SUBJ: **Right-Of-Way Exchange for Beach Road, Daufuskie Island**

DATE: August 10, 2015

**BACKGROUND.** Beach Road is a 1.1 mile dirt road located near the southern end of Daufuskie Island. It has been maintained by the Public Works Department for well over twenty years.

Since February 2015, County Engineering staff have been working to acquire a County-owned 50' right-of-way for Beach Road. To date, 12 of 20 property owners have conveyed right-of-way to the County. One of the parcels from which right-of-way was not received is R800 027 000 0020 0000. This property recently changed hands. The new owner, J & W Corporation of Greenwood SC, would like to grant the requested Beach Road right-of-way in exchange for a 0.17 acre right-of-way that the previous owner had granted to the County in 2003.

Staff recommends that the exchange be made because (1) the 0.17 acre right-of-way was acquired for only \$1.00, (2) the right-of-way is no longer needed, and (3) the exchange would save the expenses associated with right of way condemnation for Beach Road.

**FOR ACTION.** Public Facilities Committee on August 17, 2015.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council the exchange of rights-of-way as outlined above.

JRM/EWK/mjh

Attachments: 1) Location Map  
2) Qualey Law 7/24/15 Email  
3) Engineering Drawing

Roads/ROW/BeachRdExchange

# Beach Rd. R/W Exchange



Subject Property  
R800 027 000 008F & 0020

**Legend**

- Addresses
- Streets
- Subject Property
- Parcels

Printed August 12, 2015

Prepared by Beaufort County GIS Division



**Klatt, Eric**

---

**From:** Jack Qualey <jack.qualey@qualeylaw.com>  
**Sent:** Friday, July 24, 2015 1:32 PM  
**To:** Klatt, Eric  
**Cc:** Tom Taylor  
**Subject:** Yocius Property on Daufuskie Island near Bloody Point  
**Attachments:** Road Right of Way to Beaufort County RB 1807 pg 405.pdf; 54952B Dau LightHouse-sent-072415-1.pdf

Eric: I understand that Mike Dunigan of Coastal Surveying discussed this road right of way with you today, which I suggested he do in connection with his survey of the Yocius property. The attached Deed conveys a .17 acre right of way to the County, which was presumably to make sure access was provided to the Bloody Point Lighthouse property, which otherwise would have been eliminated by the relocation of the road right of way. However, Joe and Mary Yocius now own both of the parcels in question, as shown on the attached preliminary plat by Coastal Surveying, so there is no need for the .17 acre access road right of way to the Lighthouse Parcel. Accordingly, I am contacting you to see if the County would convey this small parcel to Mr. and Mrs. Yocius or to my client (J & W Corporation of Greenwood) which is buying their two parcels at the end of the month.

Let me know what your thoughts are about this proposal and what would need to be done in order to make this happen.

Thanks and best regards,

Jack Qualey  
384-5225 cell  
785-3525 office



VICINITY MAP - K.T.A.

CURVE	LENGTH	BEARING	DELTA
C1	185.60	284.65	182.74
C2	175.67	274.65	172.69

LINE DESCRIPTIONS (FWS)
10.4 - 10.4 - 10.4 - 10.4 - 10.4 - 10.4
10.4 - 10.4 - 10.4 - 10.4 - 10.4 - 10.4

LINE	BEARING	LENGTH
1.1	N41°29'35"E	20.48
1.2	N41°30'28"E	4.34
1.3	N14°02'41"W	16.87
1.4	S14°01'41"E	26.35
1.5	S58°47'51"W	0.92
1.6	S40°21'41"W	24.60

# REFERENCE PLATS

- 1) A BOUNDARY SURVEY OF 0.75 ACRES AT THE CORNER OF BEACH ROAD AND PAPPY'S LANDING ROAD BY: WILLIAM E. SANDERS, PLS 18122 DATED: 12/11/99 RECORDED IN: P.B.72 PAGE 42
- 2) AN AS-BUILT SURVEY OF BLOODY POINT LIGHTHOUSE A SECTION OF BLOODY POINT BY: CATHAL SURVEYING CO., INC. DATED: 02/11/99 REVISED: 02/12/99 FILE: 30851 RECORDED IN: P.B.69 PAGE 19
- 3) A PLAT OF BLOODY POINT GOLF COURSE & FACILITIES SHEET 1 OF 2 BY: J. J. JONES, JR. DATED: 05/14/90 LAST REVISED: 06/05/90 FILE: J-2657 RECORDED IN: P.B.39 PAGE 40
- 4) A PLAT OF BOUNDARY SURVEY PREPARED FOR J. J. JONES, JR. & DOROTHY THOMPSON BY: J. J. JONES, JR. DATED: 05/14/90 FILE: J-2657 RECORDED IN: P.B.34 PAGE 71

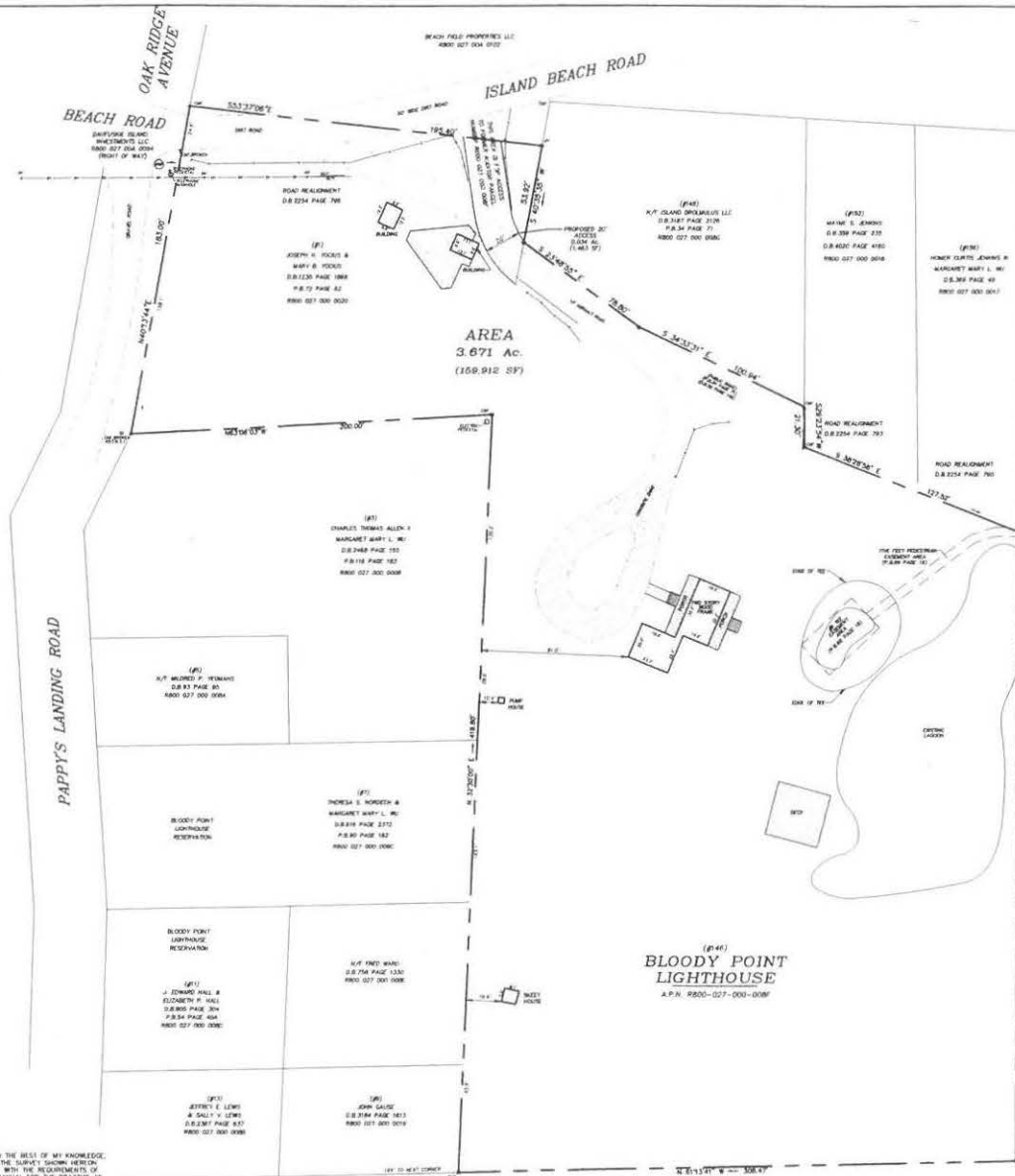
# NOTES

1. THIS LOT LIES IN JUNE 74-17 S.E. 1/4 OF SEC. 18, T. 18N, R. 10E, S. 10E.
2. THIS SURVEY DOES NOT CONSTITUTE A TRUE SURVEY BY THE SURVEYOR. IT IS A PRELIMINARY SURVEY FOR THE PURPOSES OF RECORDING. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY.
3. ALL BOUNDARY SURVEYS SHOULD BE MADE WITH THE PROPER INSTRUMENTS AND METHODS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SURVEY.
4. DEVELOPMENTS ARE NOT PERMITTED IN ANY MANNER THAT WOULD INTERFERE WITH THE OPERATION OF THE LIGHTHOUSE.

LEGEND	
B.S.L.	BUILDING SETBACK LINE
CATV	CABLE TELEVISION
CWF	CONCRETE WORKMANSHIP FOUND
ELEC. BOX	ELECTRIC BOX
IPF	IRON PIN FOUND
IPS	IRON PIN SET
-OH-	OVERHEAD POWERLINE
TELE. PED.	TELEPHONE PEDISTAL
-F-	FENCE

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY, AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

MICHAEL R. DUNNAN  
S.C.P.L.S. NO. 11809



(P.46)  
**BLOODY POINT LIGHTHOUSE**  
A.P.N. 9800-027-000-000

PREPARED FOR: J & W CORPORATION  
OF GREENWOOD

A BOUNDARY LAND SURVEY  
OF THE  
**BLOODY POINT LIGHTHOUSE**

A PORTION OF  
**BLOODY POINT**

DAUFUSKE ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'  
DATE: 07/17/15  
JOB NO.: 54-9528

SURVEYED BY: CP  
DRAWN BY: MRD  
CHECKED BY: THW

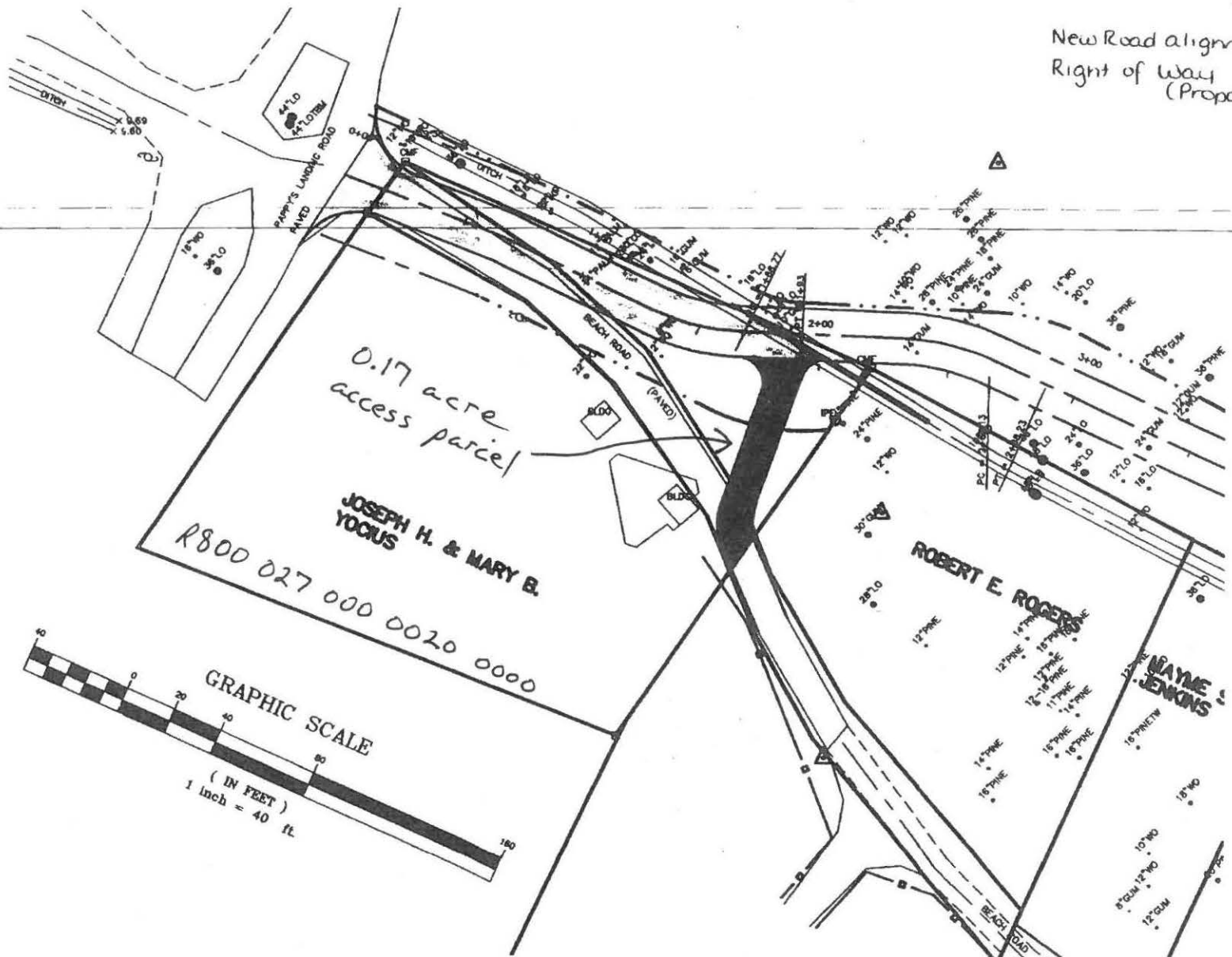


COASTAL SURVEYING CO., INC.  
49 INTERVALE BLVD.  
BIRMINGHAM, AL 35202  
TEL: 205-944-4444

GRAPHIC SCALE  
SCALE IN FEET

2: \BLOODY\15015\549528.Dwg Lighthouse.dwg 7/24/2015 12:22:36 PM EDT

New Road alignment +  
Right of Way  
(Proposed)







**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION  
ENGINEERING DEPARTMENT**

**113 Industrial Village Road, 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2940 Fax: (843) 522-0520**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*  
Josh Gruber, Deputy County Administrator *JG*  
Tom Keaveny, County Attorney *TK*

FROM: S. Colin Kinton, PE, Transportation Director *SK*

SUBJ: **Resolution Identifying the Direct Recipient for MPO Public Transportation Funds**

DATE: August 11, 2015

**BACKGROUND:** With the 2010 census results, the Bureau of the Census designated the Town of Hilton Head Island, the Town of Bluffton, and portions of southern Beaufort County to be in an 'Urbanized Area' because their combined population (68,998) is now over 50,000. This required the creation of a Metropolitan Planning Organization (MPO) to carry out a transportation planning process on a regional basis. The municipalities of Beaufort, Port Royal, Hardeeville, Bluffton, and Hilton Head Island, and both Jasper and Beaufort County were asked to join the new MPO. All governmental agencies approved a resolution defining the MPO boundaries, identifying Policy Board membership, designating a portion of local matching funds, delegating the lead agency to the Lowcountry Council of Governments, and naming the MPO organization as the Lowcountry Area Transportation Study (LATS).

In February 2013, the Governor officially created LATS as the newest of eleven MPOs in South Carolina. Meetings with the Policy Board have occurred in the year to review and approve By-Laws, establish the Technical Committee, and undergo the process of drafting the transportation plans and programs required by Federal law.

To complete this endeavor, a Direct Recipient must be designated to apply for available Federal monies for urban public transit projects. The Lowcountry Regional Transit Authority (known as Palmetto Breeze) serves our LATS, and is qualified to be the designated Direct Recipient of such Federal funds.

**SUMMARY:** To receive Federal monies for public transportation, each participating local government in the urbanized area and the Policy Board of the Metropolitan Planning Organization must designate a transportation entity to apply for and receive Federal monies to be used by their organization to promote regional transportation.

**FOR ACTION:** Public Facilities Committee meeting occurring August 17, 2015.

**RECOMMENDATION:** Approve the enclosed Resolution which designates the LRTA Executive Director to have the ability to apply for Federal transportation funds for the Metropolitan Planning Organization known as the Lowcountry Area Transportation Study-- LATS.

Attachment: Resolution

cc: Monica Spells, Assistant County Administrator, Civic Engagement  
Alicia Holland, Assistant County Administrator for Finance

## **RESOLUTION 2015 /**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.**

**WHEREAS**, in March 2012, the Bureau of the Census defined a new Urbanized Area, based on the 2010 Census, when the combined population of the Town of Hilton Head Island, the Town of Bluffton, and parts of unincorporated Beaufort County reached over 50,000; and

**WHEREAS**, 23 CFR Section 450.310(a) requires that a Metropolitan Planning Organization (MPO) be designated for each Urbanized Area with a population of more than 50,000 individuals as determined by the Bureau of the Census; and

**WHEREAS**, the purpose of the MPO is to carry out a continuing, cooperative, and comprehensive multimodal transportation planning process; and

**WHEREAS**, in August 2012, the Beaufort County Council previously adopted a Resolution providing for the approval of geographical boundaries and policy board membership to the Metropolitan Planning Organization, known as the Lowcountry Area Transportation Study (LATS); and

**WHEREAS**, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project to MPOs; and

**WHEREAS**, a direct recipient must be so designated by the LATS Policy Board and each participating local government in the urbanized area to act as the Applicant for financial assistance in public transportation projects; and

**WHEREAS**, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

**WHEREAS**, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

**NOW, THEREFORE, BE IT, AND IT HEREBY IS RESOLVED** by the County Council of Beaufort County that:

1. The Executive Director of the Lowcountry Regional Transit Authority (LRTA) is authorized to execute and file an application for Federal assistance on behalf of LRTA/Palmetto Breeze for the LATS; and

2. The Executive Director of LRTA is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement; and
3. The Executive Director of LRTA is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the LRTA/Palmetto Breeze for the LATS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Keaveny, Staff Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council



Prepared Without Benefit  
of Title Examination

**TMP: R800 024 000 0124 0000**

<b>STATE OF SOUTH CAROLINA</b>	)	
	)	<b>QUIT-CLAIM DEED</b>
<b>COUNTY OF BEAUFORT</b>	)	

KNOW ALL MEN BY THESE PRESENTS, That I, the said **BEAUFORT COUNTY**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and no other valuable consideration, in hand paid at and before the sealing and delivery of these presents by **UNION BAPTIST CHURCH** whose address is P.O. Box 7, Daufuskie Island, South Carolina 29915-0007, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said **UNION BAPTIST CHURCH**, its successors and assigns forever, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE**

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

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 said **UNION BAPTIST CHURCH**, its successors and assigns, forever, so that neither **BEAUFORT COUNTY**, nor its successors and/or assigns, nor any other person, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, Sealed and Delivered  
in the presence of:

BEAUFORT COUNTY

\_\_\_\_\_  
witness

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

\_\_\_\_\_  
notary as witness

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, \_\_\_\_\_, Notary Public for South Carolina do hereby certify that  
\_\_\_\_\_, \_\_\_\_\_ of Beaufort County,  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_



## **EXHIBIT "A"**

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in a portion of Lot 31 Maryfield Plantation, located on Daufuskie Island, Beaufort County, South Carolina, and being more particularly shown designated as "2.00 Acres including Road R/W" and "1.43 Residual Acres" on a plat prepared by Southeastern Surveying, Inc., dated October 24, 1998, and not recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to the courses, metes and bounds, reference is made to the aforesaid plat.

The within Quit-Claim Deed was prepared without benefit of title examination.

Prepared Without Benefit  
of Title Examination

**TMP: R800 024 000 0124 0000**

<b>STATE OF SOUTH CAROLINA</b>	)	
	)	<b>QUIT-CLAIM DEED</b>
<b>COUNTY OF BEAUFORT</b>	)	

KNOW ALL MEN BY THESE PRESENTS, That I, the said **BEAUFORT COUNTY SCHOOL DISTRICT**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and no other valuable consideration, in hand paid at and before the sealing and delivery of these presents by **UNION BAPTIST CHURCH** whose address is P.O. Box 7, Daufuskie Island, South Carolina 29915-0007, (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release, and forever quit-claim, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below, unto the said **UNION BAPTIST CHURCH**, its successors and assigns forever, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE**

THIS CONVEYANCE is made subject to any applicable restrictions, reservations, zoning ordinances or easements that may appear of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

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 said **UNION BAPTIST CHURCH**, its successors and assigns, forever, so that neither **BEAUFORT COUNTY SCHOOL DISTRICT**, nor its successors and/or assigns, nor any other person, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, Sealed and Delivered  
in the presence of:

BEAUFORT COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
witness

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

\_\_\_\_\_  
notary as witness



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, \_\_\_\_\_, Notary Public for South Carolina do hereby certify that  
\_\_\_\_\_, \_\_\_\_\_ of Beaufort County,  
personally appeared before me this day and acknowledged the due execution of the foregoing  
instrument.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: \_\_\_\_\_

## **EXHIBIT "A"**

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in a portion of Lot 31 Maryfield Plantation, located on Daufuskie Island, Beaufort County, South Carolina, and being more particularly shown designated as "2.00 Acres including Road R/W" and "1.43 Residual Acres" on a plat prepared by Southeastern Surveying, Inc., dated October 24, 1998, and not recorded in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more detailed description as to the courses, metes and bounds, reference is made to the aforesaid plat.

The within Quit-Claim Deed was prepared without benefit of title examination.