

COUNTY COUNCIL OF BEAUFORT COUNTY

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DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA PUBLIC FACILITIES COMMITTEE

Tuesday, January 25, 2011
4:30 p.m.
Executive Conference Room
Administration Building

Committee Members:

Herbert Glaze, Chairman
Steven Baer, Vice Chairman
Gerald Dawson
Brian Flewelling
William McBride
Paul Sommerville
Jerry Stewart

Staff Support:

Rob McFee, Division Director

- 4:30 p.m.**
1. CALL TO ORDER
 2. CONSIDERATION OF CONTRACT AWARDS
 - Hilton Head Island Airport Runway 21 On-Airport Tree Obstruction Removal Contract Administration and Construction Engineering Inspection Services ([backup](#))
 - Wallace Creek Boat Landing Floating Dock Addition ([backup](#))
 3. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - Airports Board
 - Solid Waste and Recycling Board
 4. ADJOURNMENT

County TV Rebroadcast	
Tuesday	1:00 a.m.
Tuesday	10:00 p.m.
Wednesday	1:30 p.m.

Public Facilities		
Date	Time	Location
March 1	4:30 p.m.	ECR
March 29	4:30 p.m.	ECR
April 26	4:30 p.m.	ECR
May 24	4:30 p.m.	ECR
June 28	4:30 p.m.	ECR
July 26	4:00 p.m.	ECR
August 23	4:00 p.m.	ECR
September 27	4:00 p.m.	ECR
October 25	4:00 p.m.	ECR
November 29	4:00 p.m.	ECR
No Meeting in December		

A quorum of Council may be in attendance at all Committee meetings.
Please silence your cell phone during the meeting.



County Council of Beaufort County
Hilton Head Island Airport - www.hiltonheadairport.com
Beaufort County Airport - www.beaufortcoairport.com
Post Office Box 23739 - 120 Beach City Road
Hilton Head Island, South Carolina 29925-3739
Phone: (843) 689-5400 - Fax: (843) 689-5411

TO: Councilman Herbert Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator ✓ GKubic
Bryan Hill, Deputy County Administrator
David Starkey, Chief Financial Officer
Rob McFee, Director, Engineering and Infrastructure Division

FROM: Paul Andres, Director of Airports PA

SUBJ: Hilton Head Island Airport Runway 21 On-Airport Tree Obstruction Removal
Contract Administration and Construction Engineering Inspection (CA/CEI)
Services

DATE: January 13, 2011

BACKGROUND. Over 1,400 tree obstructions have been identified on-airport that need to be removed in the approach zone to Runway 21 at the Hilton Head Island Airport. Wilbur Smith Associates is currently under contract to provide professional engineering services in support of Beaufort County airport projects. Attached is the proposed scope of work for professional CA/CEI services necessary to address these tree obstructions. The Airports Board favorably endorses the tree obstruction removal project.

FUNDING. Expenditure Code 13480-54301 (Tree Obstruction Removal) - FAA Grant #30 (95%). Additional State Grant funding of 2.5% is pending. The remaining 2.5% (\$2,426.80) will come from the Hilton Head Island Airport's Operating Budget.

RECOMMENDATION. That the Public Facilities Committee approve and recommend to County Council approval of a contract in the amount of \$97,072.00 to Wilbur Smith Associates to provide professional CA/CEI services for the Runway 21 On-Airport Tree Obstruction Removal project at the Hilton Head Island Airport.

PAA/paa

Attachment: Wilbur Smith Associates Task Order # 02-2010

**BEAUFORT COUNTY
HILTON HEAD ISLAND AIRPORT (HXD)
TASK ORDER 02-2010
BETWEEN
BEAUFORT COUNTY, SOUTH CAROLINA
AND
WILBUR SMITH ASSOCIATES**

Beaufort County (hereinafter referred to as the OWNER) and Wilbur Smith Associates (hereinafter referred to as the ENGINEER) entered into an Agreement dated November 23, 2005 (hereinafter referred to as the BASIC AGREEMENT) to provide professional services for the development of Hilton Head Island Airport (hereinafter referred to as the PROJECT) and may include Planning, Justification, Environmental Analysis, Preliminary Engineering / Project Formulation, Funding Applications, Final Designs, and Construction services for the development of improvements at this airport. For purposes of coordination for this project, reference is also made in this document to the Town of Hilton Head Island (hereinafter referred to as the TOWN).

The BASIC AGREEMENT does not provide any contract amount or time schedule for any portion of the PROJECT services since the PROJECT is being phased over time. This Task Order (02-2010) will be performed under the Federal Aviation Administration (FAA) Grant for FY 2010.

Project Overview: This project consists of providing professional services to facilitate the trimming and/or removal of on-airport trees obstructing the Part 77 airspace of the Runway 21 (north end) approach to the airport within the limits of the (34:1) trapezoidal approach surface. Design and bidding services were provided under Task Order 01-2010. This Task Order, 02-2010, is for (1) Preparation of the FY 10 AIP Grant Application and subsequent AIP Grant closeout documentation; (2) Contract Administration and Construction Engineering & Inspection services for on-airport tree obstruction removal; and (3) Contract Administration and Construction Engineering & Inspection services for mitigation of tree removal. The ENGINEER shall provide the services outlined below.

SECTION 1: PROFESSIONAL SERVICES FOR AIP GRANT APPLICATION & CLOSEOUT

1.1 FAA AIP Grant Application for FY10

- 1.1.1 Prepare two grant applications on behalf of OWNER to include a cover, table of contents, Form 424, program narrative, cost summary, request for aid sketch, and project photographs as appropriate for the following projects FY 2010:

Application #1:

- Work Item #1 – On-Airport Tree Removal – Runway 21 Approach

- Construction
- On-Site Project Arborist
- CA/CEI
- Grant Application & Closeout
- Work Item #2 – On-Airport Tree Removal Mitigation
 - Construction
 - CA/CEI
- Work Item #3 – Runway 21 Lighted Signs Relocation
 - Design
- Work Item #4 – Easement Acquisition for Off-Airport Tree Obstruction Removal – Runway 21 Approach
 - Legal Fees
- Work Item #5 – FY 2011 DBE Plan Update

Application #2:

- Part 150 Noise Study Reimbursement

1.1.2 Prepare documentation for projects done by ENGINEER and provide to OWNER for use in grant closeout. ENGINEER is not responsible for grant closeout.

SECTION 2: PROFESSIONAL CA/CEI SERVICES FOR ON-AIRPORT TREE REMOVAL

2.1 Contract Administration (CA)

ENGINEER shall perform the following construction administration tasks:

2.1.1 Management and Coordination

- Communications with contractor
- Attend maximum of four (4) on-site progress meetings
- Participate in a pre-award meeting and/or conference calls
- Prepare construction contract
- Participate in a pre-construction conference (Project Engineer only)
- Process contractor pay requests
- Document construction closeout
- Receive and review certified contractor payrolls
- Prepare and distribute minutes from meetings and conference calls

2.2 Construction Engineering & Inspection (CEI)

ENGINEER shall perform the following CEI tasks (average of one visit per week for 16 weeks)

2.2.1 Construction Inspection

- Site visit and observation (one day per week for 16 weeks plus travel)(Inspector)
- Attend maximum of four (4) on-site progress meetings (Inspector)
- Attend pre-construction conference (Inspector)
- Prepare daily inspection report for each site visit

SECTION 3: PROFESSIONAL CA/CEI SERVICES FOR ON-AIRPORT MITIGATION

3.1 Contract Administration (CA)

ENGINEER shall perform the following construction administration tasks:

3.1.1 Management and Coordination

- Communications with contractor
- Attend maximum of three (3) on-site progress meetings
- Participate in a pre-award meetings and/or conference calls (maximum of 2 on-site)
- Prepare construction contract
- Participate in a pre-construction conference (Project Manager only)
- Process contractor pay requests
- Document construction closeout
- Receive and review certified contractor payrolls
- Prepare and distribute minutes from meetings and conference calls

3.2 Construction Engineering & Inspection (CEI)

ENGINEER shall perform the following CEI tasks (average of one visit per week for 12 weeks)

3.2.1 Construction Inspection

- Site visit and observation (one day per week for 12 weeks plus travel)(Inspector)
- Attend maximum of three (3) on-site progress meetings (Inspector)
- Attend pre-construction conference (Inspector)
- Prepare daily inspection report for each site visit

SECTION 4: OWNER'S RESPONSIBILTIES

4.1 The OWNER shall be responsible for the following:

- ##### **4.1.1**
- Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall act as OWNER's representative to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 4.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.1.3 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.1.4 Attend the construction progress meetings, pre-construction conference and any other project-related meetings.
- 4.1.5 Give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

SECTION 5: SCHEDULE

- 5.1 The ENGINEER shall begin work immediately upon receipt of the Notice to Proceed (NTP) with preparation of the grant applications and shall complete this work within ten (10) calendar days.
- 5.2 ENGINEER's services for CA/CEI shall be performed concurrently with the project construction schedule. If the construction schedule is extended through no fault of ENGINEER, then ENGINEER reserves the right to negotiate additional compensation in order to continue providing CA/CEI services.
- 5.3 ENGINEER shall not be held responsible for delays beyond ENGINEER's control.

SECTION 6: PAYMENT

- 6.1 The OWNER agrees to pay ENGINEER as compensation for providing these services herein as specified in Exhibit A. All services performed shall be compensated on a lump sum basis. Invoices and progress reports shall be submitted by ENGINEER and are due and payable by OWNER monthly. Periodic payments for lump sum services shall be based upon the relative progress of the work.

SECTION 7: ASSUMPTIONS

- 7.1 OWNER will send any notices and obtain right of entry permissions from property owners, if needed to perform ENGINEER services.
- 7.2 There are no site conditions that will preclude construction of this project as generally cited in the description contained herein.

7.3 The OWNER shall issue any required Notices to Airmen (NOTAMS).

SECTION 8 – DELIVERABLES

8.1 Grant Applications

- 1 copy of grant applications to OWNER

8.2 CA/CEI Documentation

- 1 copy each of inspection reports to OWNER, FAA, SCDOA, and Contractor
- 1 copy each of Contractor's pay requests to Owner
- 1 copy of certified Contractor payrolls to OWNER at completion of construction
- 1 copy of construction closeout documentation to OWNER
- 1 copy of meeting minutes for pre-construction conference and progress meetings to OWNER and other attendees
- 1 copy of documentation for OWNER use in closing grant

SECTION 9 - OTHER PROVISIONS

9.1 All other applicable provisions of the BASIC AGREEMENT shall be in effect and be a part of this Task Order.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order 02-2010 as of the day and year last written below.

APPROVED BY OWNER:

BEAUFORT COUNTY, SOUTH CAROLINA

BY: _____

Attest: _____

TITLE: _____

DATE: _____

ENGINEER:

WILBUR SMITH ASSOCIATES

BY: _____

Attest: _____

TITLE: _____

DATE: _____

**EXHIBIT "A" - TASK ORDER 02-2010 CA/CEI
ON-AIRPORT TREE OBSTRUCTION REMOVAL**

LABOR

EXPENSES

Tree Obstruction Removal CA/CEI							
Title	Effort	Unit	Rate (\$ / Hr)	Total (\$)	Expense	Amount (\$)	
Management Task							
Senior Project Manager	64 Hours		\$180 =	\$11,520	Travel		\$640
Administrative Assistant	12 Hours		\$60 =	\$720	Postage		\$8
Pre-Award Meetings							
Senior Project Manager	30 Hours		\$180 =	\$5,400	Travel		\$480
Contract Preparation							
Senior Project Manager	6 Hours		\$180 =	\$1,080	Postage		\$8
Administrative Assistant	4 Hours		\$60 =	\$240			
Pre-Construction Conference							
Senior Project Manager	10 Hours		\$180 =	\$1,800	Travel		\$160
Inspector/Technician	8 Hours		\$75 =	\$600	Postage		\$8
Administrative Assistant	2 Hours		\$60 =	\$120			
Weekly Site Visits & Reports							
Senior Project Manager	16 Hours		\$180 =	\$2,880	Travel		\$1,920
Inspector/Technician	192 Hours		\$75 =	\$14,400	Lodging		\$1,120
Administrative Assistant	16 Hours		\$60 =	\$960	Meals		\$420
Contractor Pay Requests							
Senior Project Manager	6 Hours		\$180 =	\$1,080	Postage		\$15
Inspector/Technician	6 Hours		\$75 =	\$450			
Administrative Assistant	4 Hours		\$60 =	\$240			
Project Closeout							
Senior Project Manager	20 Hours		\$180 =	\$3,600	Travel		\$160
Inspector/Technician	4 Hours		\$75 =	\$300	Postage		\$30
Administrative Assistant	6 Hours		\$60 =	\$360	Reproduction		\$60
Grant Applications							
Senior Project Manager	8 Hours		\$180 =	\$1,440			
Inspector/Technician	4 Hours		\$75 =	\$300			
Administrative Assistant	4 Hours		\$60 =	\$240			
Grant Closeout Documentation							
Senior Project Manager	12 Hours		\$180 =	\$2,160	Reproduction		\$100
Administrative Assistant	12 Hours		\$60 =	\$720	Postage		\$80
Labor Subtotal				\$50,610	Expense Subtotal		\$5,189
						Phase Subtotal	\$55,799

TOTAL PROJECT PROFESSIONAL SERVICES COST			
Labor Total	\$50,610	Expense Total	\$5,189
Task Order Total	\$55,799		

**EXHIBIT "A" - TASK ORDER 02-2010 CA/CEI
ON-AIRPORT TREE REMOVAL MITIGATION**

LABOR

EXPENSES

<u>Tree Removal Mitigation CA/CEI</u>						
<u>Title</u>	<u>Effort</u>	<u>Unit</u>	<u>Rate (\$ / Hr)</u>	<u>Total (\$)</u>	<u>Expense</u>	<u>Amount (\$)</u>
Management Task						
Senior Project Manager	52 Hours		\$180 =	\$9,360	Travel	\$480
Administrative Assistant	10 Hours		\$60 =	\$600	Postage	\$8
Pre-Award Meetings						
Senior Project Manager	20 Hours		\$180 =	\$3,600	Travel	\$320
Contract Preparation						
Senior Project Manager	6 Hours		\$180 =	\$1,080	Postage	\$8
Administrative Assistant	4 Hours		\$60 =	\$240		
Pre-Construction Conference						
Senior Project Manager	10 Hours		\$180 =	\$1,800	Travel	\$180
Inspector/Technician	8 Hours		\$75 =	\$600	Postage	\$8
Administrative Assistant	2 Hours		\$60 =	\$120		
Weekly Site Visits & Reports						
Senior Project Manager	12 Hours		\$180 =	\$2,160	Travel	\$1,920
Inspector/Technician	144 Hours		\$75 =	\$10,800	Lodging	\$860
Administrative Assistant	12 Hours		\$60 =	\$720	Meals	\$360
Contractor Pay Requests						
Senior Project Manager	6 Hours		\$180 =	\$1,080	Postage	\$12
Inspector/Technician	3 Hours		\$75 =	\$225		
Administrative Assistant	3 Hours		\$60 =	\$180		
Project Closeout						
Senior Project Manager	20 Hours		\$180 =	\$3,600	Travel	\$180
Inspector/Technician	4 Hours		\$75 =	\$300	Postage	\$20
Administrative Assistant	6 Hours		\$60 =	\$360	Reproduction	\$32
				Labor Subtotal		\$36,825
					Expense Subtotal	\$4,448
					Phase Subtotal	\$41,273

<u>TOTAL PROJECT PROFESSIONAL SERVICES COST</u>			
	Labor Total	\$36,825	Expense Total \$4,448
	Task Order Total	\$41,273	



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION**

102 Industrial Village Road, Building #3, 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2692 Facsimile: 843-255-9420

TO: Councilman Herbert N Glaze, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *G Kubic*
Bryan Hill, Deputy County Administrator *Bryan Hill*
David Starkey, Chief Financial Officer *David Starkey*
Robert McFee, Director of Engineering & Infrastructure *Robert McFee*
Dave Thomas, Purchasing Director *Dave Thomas*

FROM: Bob Klink, County Engineer *Bob Klink*

SUBJ: **Wallace Creek Boat Landing Floating Dock Addition IFB #2912/010910**

DATE: January 12, 2011

BACKGROUND. On January 6, 2011, Beaufort County accepted bids for improvements to the County's Wallace Creek Boat Landing located at the end of Sam Dole Drive, Lands Ends, on St. Helena Island, SC. This project will include the addition of a courtesy floating dock which will provide easier access to Wallace Creek and neighboring water bodies at all tide levels. A certified tabulation of the bid results is attached and totals for each of the 3 companies submitting bids as follows:

<u>Company Name</u>	<u>Location</u>	<u>Bid Price</u>
Alpha Construction Company, Inc	4250 Ogeechee Road, Savannah, GA	\$140,400.00
R. L. Morrison & Sons, Inc.	623 Morrison St, McClellanville, SC	\$144,750.00
O'Quinn Marine Construction	95 Sheppard Rd, Beaufort, SC	\$228,695.00
Engineer's Estimate		\$149,000.00

Alpha Construction Company, Inc. submitted the lowest qualified/responsible bid of \$140,400.00. Alpha Construction Company's bid was reviewed and found to be reasonable and is in compliance with the County's SMBE Ordinance. Alpha Construction Company will be self-performing the construction. There is no apparent cause for rejecting their bid.

FUNDING. Beaufort County has an agreement with SC Department of Natural Resources (SCDNR) for boating access facility improvements. The County has been granted a budget from SCDNR of up to \$149,000 for renovations to Wallace Creek Boat Landing. It is requested that funds for this project be used from the FY 07 CIP Contingency Account #11437-56000 with a current balance of \$349,549.00. The FY 07 Contingency Fund would then be reimbursed from the SCDNR grant.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council the award of a construction contract to Alpha Construction Company, Inc., in the amount of \$140,400.00 for the Wallace Creek Boat Landing Dock Addition utilizing the funding sources listed above.

REK/DC/mjh

Attachments: 1) Bid Certification
2) SMBE Documents
3) SCDNR Funding Agreement
4) SC Legislation Delegation 11/10/08 ltr

cc: Eddie Bellamy

Contracts/Wallace Creek BL/pfcapp

Wallace Creek Public Boat Landing Floating Dock Addition

IFB #2912/111223

Opened January 6, 2011 at 3:00 p.m.

	Vendor	Location	Amount
1	Alpha Construction Company, Inc	Savannah, Georgia	\$ 140,400.00
2	O'Quinn Marine Construction	Beaufort, South Carolina	\$ 228,695.00
3	R. L. Morrison & Sons	McClellanville, South Carolina	\$ 144,750.00
4			
5			

Bid Certification



By: David Coleman, CIP Manager

Date: 1-6-11

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The bidder certifies that:

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


Signature

Vice President

Title

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

Alpha Construction Company, Inc.	January 6, 2011
_____	_____
Prime Company Name	Bid Date
Wallace Creek Floating Dock	2912/111223
_____	_____
Project Name	Project Number

The bidder's method of compliance is based upon demonstration of the bidder's effort to recruit small and minority owned businesses and the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

This form must be submitted in its entirety with supporting documentation within the bidders sealed envelope by the bid opening date.

1.) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of: <u>Subcontracting Opportunities</u>	List of: <u>Supplier Opportunities</u>
_____	_____
None	Readi Mix
_____	_____
_____	Piles
_____	_____
_____	Docks
_____	_____
_____	_____
_____	_____

2.) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

Beaufort County _____

3.) Please attach the following:

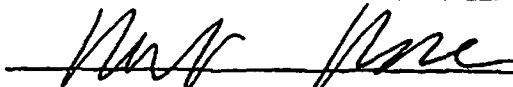
(1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on page 1 of 10, Item 3(d).

(2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.

(3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low bid for a subcontract.

Not using subcontractors

NOTE: If not using subcontractors, so indicate on the forms

Robert A. Rose
Printed Name: _____
Signature:  _____
Company Name and Title: Alpha Construction Company, Inc. VP
Date: January 6, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR FUNDING AND
ADMINISTRATIVE ASSISTANCE
FOR BOATING ACCESS

PROJECT NAME: WALLACE LANDING COURTESY DOCK ADDITION

LOCAL GOVERNMENT SPONSOR: BEAUFORT COUNTY

This agreement made this 16th day of August, 2010, between the SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES, an agency of the state of South Carolina, and BEAUFORT COUNTY, South Carolina, for the purpose of providing funding and administrative assistance in the construction of a courtesy dock at the existing Wallace Boat Landing, located in Beaufort County on St. Helena Island at the end of State Road S -07-186.

WHEREAS, the Department promotes the use of the public waters for recreation including fishing and boating; and

WHEREAS, the Department has certain funds which may be used for among other things, funding boating access facilities; and

WHEREAS, the property on which the boating access facility is located is owned by the County in fee simple; and

WHEREAS, the Department and the County have determined and agreed that a need exists for the renovation and improvements to this boating facility in order to meet the public demand for boating access.

NOW THEREFORE, in consideration of the mutual promises and covenants undertaken it is hereby agreed:

The County will provide proof of ownership for the property to the South Carolina Department of Natural Resources.

The County will be the named permittee for any State or Federal permits which are required for the construction of this project.

This project is subject to the South Carolina Consolidated Procurement Code and any requests for proposals, bids or contracts will follow that code.

The Department, within its capabilities, will assist the County in securing any necessary permits and ensuring that the process complies with applicable law.

The County agrees that for the life of this project there will be no fees to the public for its use as a boating access and fishing facility.

The County covenants and agrees that the facility will be open twenty-four (24) hours a day, seven days a week for use as a boating access and fishing facility and will remain open for the twenty (20) year life of this project excepting acts of God or nature or other condition which may require a temporary closure.

As a part of this project the County will erect and maintain a sign approved by the Department indicating the facility is owned and operated by the County. In addition, the Department will provide a Federal Aid sign and a Department project sign to be displayed at the site.

The Department will assist the County in providing a design for the courtesy dock.

The Department, within its capabilities, upon request agrees to act for the County as its agent to provide construction consultation and management services during the construction of the project.

Through use of its own funds the County agrees to maintain the boat ramp, courtesy dock, parking area, access roads and other related amenities such that the facility is in a good state of repair, litter /trash is collected and removed, vegetation is trimmed or removed and directional signs or markings are repaired. Further, the County agrees to inspect the premises at least twice a year for maintenance needs. The County will provide safety and emergency services to the public who use the facility and will insure that the facility is regularly patrolled to insure the safety of the public and the property.

Subject to the availability of funds the Department agrees that if the facility in spite of the best efforts of the County is in need of major repair or renovation that the County may seek additional financial assistance from the Department and such will not be unreasonably withheld. Provided, however the Department reserves the right to determine the need and feasibility of any repair or renovations.

For any breach of this agreement which is not cured after notice from the Department the County must reimburse the Department on a prorated basis based on a twenty (20) year facility life span beginning on the completion date of the construction.

The preliminary cost estimate for this project is approximately \$149,000.00. The Department agrees it will participate in this project up to a maximum dollar amount of approximately \$37,250.00 from those Water Recreation Resource Funds allocated to Beaufort County as approved by the Beaufort County Legislative Delegation with

additional 3 for 1 match funding up to the amount of \$111,750.00 provided from Federal Sport Fish Restoration Funds if the application is approved by the U.S. Fish and Wildlife Service. The County is responsible for any additional funds required to complete this project.

The County shall be responsible for all costs associated with the project and shall be reimbursed from the aforementioned funds only after 100% completion of the project, final approval by the Department, approval of Federal Sport Fish Funds and submission of reimbursement request to the Department with supporting financial data as deemed necessary by the Department.

The County agrees to save and hold harmless the State of SC, its agencies, officers and employees from any claims or actions in any way arising or connected to the design, maintenance, construction or use of this facility.

IN WITNESS WHEREOF, the parties have hereunto their hands and seals as of the date first above written.

Approved as to form by
SCDNR Office of Chief Counsel

BMM

Date: 8/2/2010

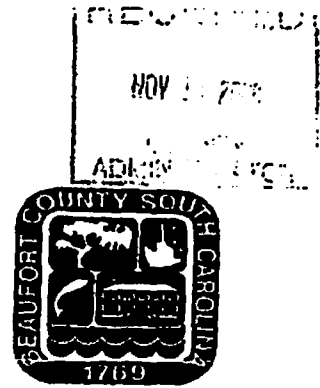
South Carolina Department of Natural Resources

BY: [Signature]
Director

Beaufort County

BY: [Signature]
County Administrator

BEAUFORT COUNTY LEGISLATIVE DELEGATION
Post Office Box 1267
Beaufort, South Carolina 29901-1267
Telephone (843) 470-2565 Fax (843) 470-2569



November 10, 2008

Mr. John E. Frampton, Director
South Carolina Department of Natural Resources
Post Office Box 167
Columbia, SC 29202

Dear Mr. Frampton:

We, the undersigned members of the Beaufort County Legislative Delegation, do hereby approve the total expenditure of \$170,250 from the Beaufort County Water Recreation Funds for the designated boating access projects:

- 1) Renovation of Paige Point Landing including floating courtesy dock.
- 2) Renovation of boat ramp and installation of floating courtesy dock at Wallace Landing
- 3) Renovation of Butchers Island Ramp.
- 4) Addition of floating courtesy dock at Wimbee Creek Landing.
- 5) Addition of floating courtesy dock at Eddings Point Landing.
- 6) Russ Point Boat Landing-Safety/security lighting improvements.
- 7) Edgar Glenn Boat Landing- Safety/security lighting improvements.
- 8) H.E. Trask Boat Landing- Safety/security lighting improvements.

The remaining funding for these projects will be matching funds in the amount of \$510,750 from the US Fish and Wildlife Sportfish Restoration Fund.

Respectfully Submitted,

BEAUFORT COUNTY DELEGATION

Senator Tom Davis

Senator Clementa C. Pinckney

Representative William G. Herbkersman

Representative Richard E. Chalk, Jr.

Representative Shannon S. Erickson

Representative Kenneth F. Hodges

Representative Curtis Brantley