

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA PUBLIC FACILITIES COMMITTEE

Monday, March 18, 2013

4:00 p.m.

Conference Room, Building 2
Beaufort Industrial Village
102 Industrial Village Road, Beaufort

Committee Members:

Gerald Dawson, Chairman
Steven Baer, Vice Chairman
Cynthia Bensch
Rick Caporale
Brian Flewelling
William McBride
Jerry Stewart

Staff Support:

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARDS
 - A. Disposal and Recycling Services for Beaufort County ([backup](#))
 - B. Change Order for SC 170 Widening Construction ([backup](#))
 - C. Renovation Services for Beaufort County Pools ([backup](#))
 - D. County Roadway Pavement Re-Striping ([backup](#))
3. CONDEMNATION OF OLD MILLER ROAD – LAKE POINT DRIVE CONNECTOR – BLUFFTON ([backup](#))
4. WHALE BRANCH TRESTLE CONVERSION TO WHALE BRANCH FISHING PIER ([backup](#))
5. RENEWAL OF LAUREL BAY DRAINAGE EASEMENT ([backup](#))
6. DISCUSSION
 - A. Hampton Parkway Realignment ([backup](#))
 - B. Bluffton Parkway Phase 5B ([backup](#))
7. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Solid Waste and Recycling Board
 - B. Southern Beaufort County Corridor Beautification Board
8. ADJOURNMENT





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

Building 3, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Division Director, Engineering and Infrastructure *RMcFee*
Monica Spells, Compliance Officer *MSpells*
James S. Minor, Jr., Solid Waste Manager *JMinor*

FROM: Dave Thomas, CPO, Purchasing Director *DThomas*

SUBJ: Disposal and Recycling Services for Beaufort County RFP # 1333290010913

DATE: February 28, 2013

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) on November 29, 2012 to solicit proposals from qualified firms to provide for the disposal and/or recycling of residential bulky waste, yard waste, and construction & demolition (C&D) debris from certain designated County convenience centers, as well as residential yard waste and C&D debris delivered directly by citizens. A mandatory pre-bid meeting was held on December 19, 2012 and proposals were due on January 9, 2013. The County received proposals from five firms:

1. Barnwell Resources, Inc., Beaufort, SC
2. Evergreen Tree and Turf Care, Inc., Savannah, GA
3. Lowecountry Sanitation, LLC, Saint Helena Island, SC
4. Republic Waste Services, Inc., Beaufort, SC
5. Waste Management of SC, Inc., Ridgeland, SC

The staff evaluation committee reviewed the proposals for responsiveness and evaluated the firms' experience, performance capability, and proposed cost. Evaluation committee members consisted of Jim Minor, Solid Waste Manager; Beth Lewis, Solid Waste and Recycling Analyst; Monica Spells, Compliance Officer; Alan Eisenman, CPA, Finance Supervisor; and Rick Dimont, Contract Specialist. Based on the review of proposals, four firms were invited for interviews on February 05, 2013: Barnwell Resources, Inc.; Evergreen Tree and Turf Care, Inc.; Republic Waste Services, Inc.; and Waste Management of SC, Inc. The panel ranked the firms according to the RFP selection criteria and determined three of the four firms were best suited to meet the County's disposal and recycling services needs.

FUNDING: Accounts # 33390-51166 & 33390-51167. Annual expenditure for this recommendation is estimated to be \$300,000 for FY 2013. Actual expense for FY 2014 and beyond is dependent on tonnage disposed of by our citizens.

RECOMMENDATION: Recommend that the Public Facilities Committee approve and recommend to County Council the award of a contract to provide disposal services for bulky waste, yard waste and C&D to Waste Management of SC, Inc. and Barnwell Resources, Inc. Also, recommend that the Public Facilities Committee approve and recommend to County Council the award of a contract to provide recycling services to Evergreen Tree and Turf Care, Inc. for the recycling of yard waste. Terms of contract and estimated amounts are specified on Attachment 1. Funds for these services are available in the referenced accounts.

cc: Rick Dimont, Alan Eisenman
att: Attachment 1

ATTACHMENT 1

Waste Management of SC, Inc.
(Oakwood Landfill)

Five year term with no CPI adjustment
Additional five one year renewal options with CPI adjustment
Bulky /C&D rate \$24.00 per ton
Yard Waste rate \$18.25 per ton
Annual cost estimate \$120,000

Evergreen Tree and Turf Care, Inc.

Five year term fixed price
Yard Waste rate \$90 per 40 cu/yd container
Annual cost estimate \$120,000

Barnwell Resources, Inc.
(Barnwell Resources Landfill)

One year term with option to renew
Bulky /C&D rate \$35.00 per ton
Yard Waste rate \$30.00 per ton
Annual cost estimate \$60,000



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION

Building 3, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 470-2625 Fax: (843) 470-2630

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Director of Engineering and Infrastructure *Robert McFee*
Dave Thomas, Purchasing Director *DThomas*
Monica Spells, Compliance Officer *Monica Spells*

FROM: Robert Klink, PE, County Engineer *REK*

SUBJ: **Change Order for SC 170 Widening Construction – US 278 to SC 46 (Phases 1 & 2)**
Beaufort County Sales Tax Project #3

DATE: March 5, 2013

BACKGROUND. On 7/23/12, Beaufort County Council awarded a contract to Cleland Site Prep, Inc., for the widening construction of SC 170 from US 278 (McGarvey's Corner) to SC 46. This project consists of 4.5-mile, 4-lane divided roadway with 10-foot multi-use pathways. After the contract was awarded, SCDOT notified the County that some of the SCDOT construction specifications had been changed, and that the SC 170 project would be required to comply with these changes. The County Engineering Division issued the revised specifications to Cleland Site Prep, which are more stringent than the bid specifications. After reviewing the more stringent specifications, Cleland Site Prep provided the County with the cost information regarding the revised specifications which would increase the cost of the project by \$47,591.94; this also includes patching which is needed. County Engineering and SCDOT have reviewed the increase costs due to the more stringent SCDOT specifications and agrees with Cleland's assessment of the increased cost.

This project will be funded from the 1% Sales Tax Road Improvement Program, Acct# 33403-54500. In February 2012, the South Carolina State Transportation Infrastructure Bank had approved a \$25 million dollar grant for this project.

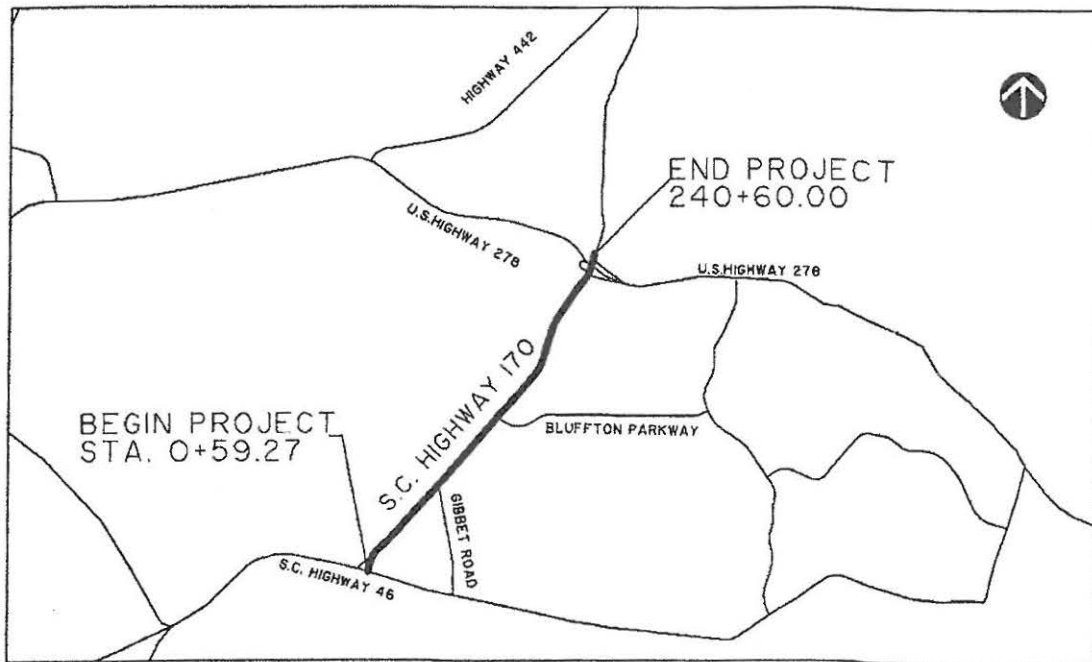
RECOMMENDATION: The Public Facilities Committee approve a contract change order to Cleland Site Prep, Inc. in the amount of \$47,591.94 for the construction SC 170 Widening from US 278 to SC 46.

REK/mjh

Attachments: 1) Project Map
2) Cleland Site Prep Bid vs Revised Specs Cost Comparison

Contract/STP03/PFCappCO

LOCATION MAP



Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 002 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Contract Adjustment to Current SCDOT Specifications Et. Al.

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0010	0001	1031000	LS	\$656,490.00	1	1	-0.5	1	This Chng: \$-328,245.00	
Item Description MOBILIZATION				CO Item Description				Prev Revised: \$656,490.00			
Supplemental Description1								New Revised: \$328,245.00			
Supplemental Description2								Bid Contract: \$656,490.00			
								Net Change: \$-328,245.00			
								Pct Change: -50.			
036938MTO1	0011	0001	1031000	LS	\$187,245.00	0	0	1	0	This Chng: \$187,245.00	
Item Description MOBILIZATION				CO Item Description ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)				Prev Revised: \$0.00			
Supplemental Description1 ADJUSTMENT TO REMOVE PROJECT TESTING BY CONTRACTOR (\$141K)								New Revised: \$187,245.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$187,245.00			
								Pct Change:			
036938MTO1	0031	0001	1071000	LS	\$3,500.00	0	0	1	0	This Chng: \$3,500.00	
Item Description TRAFFIC CONTROL				CO Item Description TRAFFIC MANAGEMENT TRAINING				Prev Revised: \$0.00			
Supplemental Description1 TRAFFIC MANAGEMENT TRAINING								New Revised: \$3,500.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$3,500.00			
								Pct Change:			
036938MTO1	0195	0001	4012080	SY	\$70.00	0	0	1000	0	This Chng: \$70,000.00	
Item Description FULL DEP.ASPH.PAV.PATCH-8"UNIF				CO Item Description FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS				Prev Revised: \$0.00			
Supplemental Description1 FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIFORM THICKNESS								New Revised: \$70,000.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$70,000.00			
								Pct Change:			

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0830	0001	7141112	LF	\$19.84	104	104	-52	104	This Chng: \$-1,031.68	
Item Description 15" RC PIPE CUL.-CLASS III				CO Item Description				Prev Revised: \$2,063.36			
Supplemental Description1								New Revised: \$1,031.68			
Supplemental Description2								Bid Contract: \$2,063.36			
								Net Change: \$-1,031.68			
								Pct Change: -50.			
036938MTO1	0831	0001	7141112	LF	\$36.16	0	0	52	0	This Chng: \$1,880.32	
Item Description 15" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$1,880.32			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,880.32			
								Pct Change:			
036938MTO1	0840	0001	7141113	LF	\$23.38	14600	14600	-7300	14600	This Chng: \$-170,674.00	
Item Description 18" RC PIPE CUL.-CLASS III				CO Item Description				Prev Revised: \$341,348.00			
Supplemental Description1								New Revised: \$170,674.00			
Supplemental Description2								Bid Contract: \$341,348.00			
								Net Change: \$-170,674.00			
								Pct Change: -50.			
036938MTO1	0841	0001	7141113	LF	\$41.44	0	0	7300	0	This Chng: \$302,512.00	
Item Description 18" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$302,512.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$302,512.00			
								Pct Change:			
036938MTO1	0850	0001	7141114	LF	\$32.53	1500	1500	-750	1500	This Chng: \$-24,397.50	
Item Description 24" RC PIPE CUL.-CLASS III				CO Item Description				Prev Revised: \$48,795.00			
Supplemental Description1								New Revised: \$24,397.50			
Supplemental Description2								Bid Contract: \$48,795.00			
								Net Change: \$-24,397.50			
								Pct Change: -50.			
036938MTO1	0851	0001	7141114	LF	\$48.98	0	0	750	0	This Chng: \$36,735.00	
Item Description 24" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$36,735.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$36,735.00			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change
036938MTO1	0860	0001	7141115	LF	\$43.13	1400	1400	-700	1400	This Chng: \$-30,191.00
Item Description 30" RC PIPE CUL.-CLASS III				CO Item Description						Prev Revised: \$60,382.00
Supplemental Description1										New Revised: \$30,191.00
Supplemental Description2										Bid Contract: \$60,382.00
										Net Change: \$-30,191.00
										Pct Change: -50.
036938MTO1	0861	0001	7141115	LF	\$61.20	0	0	700	0	This Chng: \$42,840.00
Item Description 30" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED						Prev Revised: \$0.00
Supplemental Description1 PIPE TRENCH WRAPPED										New Revised: \$42,840.00
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$42,840.00
										Pct Change:
036938MTO1	0870	0001	7141116	LF	\$54.80	1400	1400	-700	1400	This Chng: \$-38,360.00
Item Description 36" RC PIPE CUL.-CLASS III				CO Item Description						Prev Revised: \$76,720.00
Supplemental Description1										New Revised: \$38,360.00
Supplemental Description2										Bid Contract: \$76,720.00
										Net Change: \$-38,360.00
										Pct Change: -50.
036938MTO1	0871	0001	7141116	LF	\$77.86	0	0	700	0	This Chng: \$54,502.00
Item Description 36" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED						Prev Revised: \$0.00
Supplemental Description1 PIPE TRENCH WRAPPED										New Revised: \$54,502.00
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$54,502.00
										Pct Change:
036938MTO1	0880	0001	7141117	LF	\$82.60	59	59	-30	59	This Chng: \$-2,478.00
Item Description 42" RC PIPE CUL.-CLASS III				CO Item Description						Prev Revised: \$4,873.40
Supplemental Description1										New Revised: \$2,395.40
Supplemental Description2										Bid Contract: \$4,873.40
										Net Change: \$-2,478.00
										Pct Change: -50.85
036938MTO1	0881	0001	7141117	LF	\$110.96	0	0	30	0	This Chng: \$3,328.80
Item Description 42" RC PIPE CUL.-CLASS III				CO Item Description PIPE TRENCH WRAPPED						Prev Revised: \$0.00
Supplemental Description1 PIPE TRENCH WRAPPED										New Revised: \$3,328.80
Supplemental Description2										Bid Contract: \$0.00
										Net Change: \$3,328.80
										Pct Change:

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0890	0001	7142512	EA	\$672.00	7	7	-4	7	This Chng: \$-2,688.00	
Item Description 15" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$4,704.00			
Supplemental Description1								New Revised: \$2,016.00			
Supplemental Description2								Bid Contract: \$4,704.00			
								Net Change: \$-2,688.00			
								Pct Change: -57.14			
036938MTO1	0891	0001	7142512	EA	\$700.60	0	0	4	0	This Chng: \$2,802.40	
Item Description 15" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$2,802.40			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$2,802.40			
								Pct Change:			
036938MTO1	0900	0001	7142513	EA	\$771.00	41	41	-21	41	This Chng: \$-16,191.00	
Item Description 18" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$31,611.00			
Supplemental Description1								New Revised: \$15,420.00			
Supplemental Description2								Bid Contract: \$31,611.00			
								Net Change: \$-16,191.00			
								Pct Change: -51.22			
036938MTO1	0901	0001	7142513	EA	\$801.64	0	0	21	0	This Chng: \$16,834.44	
Item Description 18" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$16,834.44			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$16,834.44			
								Pct Change:			
036938MTO1	0910	0001	7142514	EA	\$848.00	6	6	-3	6	This Chng: \$-2,544.00	
Item Description 24" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$5,088.00			
Supplemental Description1								New Revised: \$2,544.00			
Supplemental Description2								Bid Contract: \$5,088.00			
								Net Change: \$-2,544.00			
								Pct Change: -50.			
036938MTO1	0911	0001	7142514	EA	\$881.76	0	0	3	0	This Chng: \$2,645.28	
Item Description 24" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$2,645.28			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$2,645.28			
								Pct Change:			

Project Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0920	0001	7142515	EA	\$914.00	4	4	-2	4	This Chng: \$-1,828.00	
Item Description 30" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$3,656.00			
Supplemental Description1								New Revised: \$1,828.00			
Supplemental Description2								Bid Contract: \$3,656.00			
								Net Change: \$-1,828.00			
								Pct Change: -50.			
036938MTO1	0921	0001	7142515	EA	\$953.84	0	0	2	0	This Chng: \$1,907.68	
Item Description 30" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$1,907.68			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,907.68			
								Pct Change:			
036938MTO1	0930	0001	7142516	EA	\$1,048.00	13	13	-7	13	This Chng: \$-7,336.00	
Item Description 36" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$13,624.00			
Supplemental Description1								New Revised: \$6,288.00			
Supplemental Description2								Bid Contract: \$13,624.00			
								Net Change: \$-7,336.00			
								Pct Change: -53.85			
036938MTO1	0931	0001	7142516	EA	\$1,094.00	0	0	7	0	This Chng: \$7,658.00	
Item Description 36" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$7,658.00			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$7,658.00			
								Pct Change:			
036938MTO1	0940	0001	7142517	EA	\$1,186.00	1	1	-1	1	This Chng: \$-1,186.00	
Item Description 42" R.C. BEV. END SECTN-CL 3				CO Item Description				Prev Revised: \$1,186.00			
Supplemental Description1								New Revised: \$0.00			
Supplemental Description2								Bid Contract: \$1,186.00			
								Net Change: \$-1,186.00			
								Pct Change: -100.			
036938MTO1	0941	0001	7142517	EA	\$1,241.20	0	0	1	0	This Chng: \$1,241.20	
Item Description 42" R.C. BEV. END SECTN-CL 3				CO Item Description PIPE TRENCH WRAPPED				Prev Revised: \$0.00			
Supplemental Description1 PIPE TRENCH WRAPPED								New Revised: \$1,241.20			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,241.20			
								Pct Change:			

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	1580	0001	8999091	LS	\$76,890.00	1	1	-1	1	This Chng: \$-76,890.00 Prev Revised: \$76,890.00 New Revised: \$0.00 Bid Contract: \$76,890.00 Net Change: \$-76,890.00 Pct Change: -100.	
Item Description MODULAR OFFICE FACILITY				CO Item Description							
Supplemental Description1											
Supplemental Description2											
036938MTO1	1625	0001	9801800	DAY	\$150.00	0	0	80	0	This Chng: \$12,000.00 Prev Revised: \$0.00 New Revised: \$12,000.00 Bid Contract: \$0.00 Net Change: \$12,000.00 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description EROSION INSPECTIONS & REPORTING							
Supplemental Description1 EROSION INSPECTIONS & REPORTING											
Supplemental Description2											
036938MTO1	1626	0001	9801100	HR	\$200.00	0	0	20	0	This Chng: \$4,000.00 Prev Revised: \$0.00 New Revised: \$4,000.00 Bid Contract: \$0.00 Net Change: \$4,000.00 Pct Change:	
Item Description CHANGE ORDER ITEM				CO Item Description IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS							
Supplemental Description1 IN SITU SOIL INVESTIGATION AT DRAINAGE LOCATIONS											
Supplemental Description2											

Total Value for Change Order 002 = \$47,591.94

General or Standard Change Order Explanation

This change order is necessary to adjust the original Beaufort County contract provisions and specifications to the current SCDOT specifications, effective the date of this contract's letting. This change order is also necessary to add/delete individual line items re-negotiated with the Contractor as related to this specification change. This contract shall now be constructed to meet the SCDOT Standard Specifications for Highway Construction (Edition 2007), the SCDOT Construction Manual (Edition 2004), and the Supplemental Technical Specifications and Supplemental Specifications effective the date of this contract's letting. This supersedes Beaufort County's special provisions and technical specifications, but maintains the contractual obligations between the County and the Contractor.

This brings the contract total to date to \$15,068,841.24 which overruns the original contract by a cumulative percentage of 0.47%.

General or Standard Change Order Explanation

Pursuant to Section 104.04 of the Standard Specifications on the above referred to project, we (Prime Contractor), agree to the unit price stipulated above, for performing the work items listed, as part of our contract on this project. The work shall be performed under and in accordance with the specifications and contract requirements of our contract. The compensation and time extension, (if any), provided in this supplemental agreement constitute complete satisfaction for all direct, indirect, impact, and delay costs relating to this work.

JUSTIFICATION OF COST:

___ Based upon quantities involved, field conditions and type of construction, these prices are reasonable.

FIRM: CLEAN SITE PREP, INC

BY: [Signature] V.P.



**COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT**

Building 3, 102 Industrial Village Road
Post Office Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2353 Fax: (843) 255-9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Morris Campbell, Community Services Director *McC*
Robert McFee, Director of Engineering & Infrastructure *RMcFee*
Monica Spells, Compliance Officer *MSpells*
Joe Penale, PALS Director *JPenale*
Mark Roseneau, Director of Facilities Management *MRoseneau*

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

SUBJ: Renovation Services for Beaufort County Pools IFB# 1363310122811

DATE: March 1, 2013

BACKGROUND: In January 2013, Beaufort County issued an invitation for bids to provide renovation services for two of the County's indoor pools, Battery Creek and Beaufort. The work will consist of repairing all flooring in accordance with the bid document. The contractor will provide all permits and licenses. The County received two bids. Elite Pool Construction Inc., a local firm, submitted the lowest responsive bid totaling \$99,752 for both pools. After reviewing the available project budget of \$80,000, staff met with the contractor, removed the requirement for replacing most of the tile, and negotiated a lower turn-key price of \$78,592 to stay within budget. See the attached pricing information. The completion date offered by the contractor is 45 days from the contract award date. The contractor will provide a 60-month warranty on the work against defects in workmanship and material. The bid was reviewed by Purchasing staff and the Compliance Officer and found to be both fair and reasonable; however, the firm did not meet all good faith efforts for subcontractor outreach. Considering the majority of work will be self-performed and there are few local small and minority subcontracting firms offering the pool repair finish services required in the scope of work, staff concluded that a re-bid to ensure good faith efforts would most likely not alter bid results regarding local subcontractor utilization, increase expenditures for the County, and delay the ability of PALS to make necessary improvements at these pool locations.

BIDDER'S INFORMATION:

Bid Price

- | | |
|--|--------------------------------------|
| 1. Elite Pool Construction, Inc., Bluffton, SC | \$99,752 (Negotiated Price \$78,592) |
| 2. Southern Pool Company, LLC, Scotts, NC | \$132,000* |

*Non-responsive, the contractor did not provide a bid bond.

FUNDING: Account # 63312-54200 Specialized Capital Equipment. The current balance of that account is \$80,000.

RECOMMENDATION: The Public Facilities Committee approve and recommend to County Council approval of the contract award to Elite Pool Construction Inc. in the amount of \$78,592 for the pool renovation services as stated in the bid document above.

cc: Richard Dimont, Shannon Loper

att: SMBE Documents for Elite Pool Construction, Inc., new pricing and scope of work information.

GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

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

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

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

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

Property Preservation Inc / Elite Pool Construction Inc
Name of Company

Dawn Sewell
Authorized Representative Name

D. Sewell
Signature

Vice Presidents
Title

2/12/13
Date

No Name Company

Sign below and return this page with your bid/proposal.

**EXHIBIT 1
Non-Discrimination Statement**

The bidder/proposer certifies that:

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

Phobias Preservation Inc/Elite Pool Constr. Inc
Name of Company

Dobson Sewell
Authorized Representative Name

[Signature]
Signature

Vice President
Title

2/12/13
Date

Return this page with your bid/proposal

EXHIBIT 2
Outreach Documentation Log

Bidder/Proposer Name: Property Preservation Inc + Elite Pools ~~Specs~~ Construction Inc
 Bid/RFP No.: 1363310122811
 Bid/RFP Date: 1-24-13
 Project Name: BEAUFORT & BATTERY CHECK POOLS

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

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)
Jimmy's Pool Plastering		826 East Shyline View Dallas, GA	770-560-6561	Pool Plaster	Y	Quoted	declined
ASI		1495 Stone Ridge Stone Mt., GA	678-990-2113	Pool Plaster	Y	Quoted	accepted
P+P Pools		Columbia, SC	803-518-1348	Plaster	Y	NO response	
BCBCC		PO Box 754 Beaufort			Y	NO response	
Beaufort Regional Chamber of Commerce		PO Box 910 Beaufort			Y	NO response	
HHI/Bluffton COC		PO Box 5647 HHI			Y	NO response	
CDOT		955 Park St Columbia			Y	NO response	

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

Name: DARIN SWEET Signature: [Signature] Title: Vice President

Return this page with your bid/proposal

EXHIBIT 2
Outreach Documentation Log

Bidder/Proposer Name: Property Preservation Inc + Elite Pools ^{Construction Inc} # Spas
 Bid/RFP No.: 1363310722811
 Bid/RFP Date: 1-24-13
 Project Name: BEAUFORT & BATTERY CREEK POOLS

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

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)
Small Business Admin		1835 Assembly St			Y	NO RESPONSE	

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

Name: Dolph Sewell Signature: [Signature] Title: Vice President

Return this page with your bid/proposal

Small and Minority Business Participation Program Documents – Beaufort County, South Carolina
Revised 27 September 2012

Bidder/Proposer Name: PROPERTY PRESERVATION INC / ELITE POOL CONSTRUCTION INC
 Bid/RFP No.: 1363310122B11
 Bid/RFP Date: 1-24-13
 Project Name: BEAUFORT & BATTERY CREEK POOLS

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

Name of S/MBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount
ASE POOL PLASTERING		1495 Stone Creek Dr Stone Mountain, GA	678/990-2113	Levi Blinson	Pool Plastering	\$26,000

Total Anticipated Small Business Enterprise Participation Dollar Value: \$ 26,000
 Total Anticipated Minority Business Enterprise Participation Dollar Value: \$ _____

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

Name: DARIN SEWELL Signature: [Signature] Title: VICED PRESIDENT



REPAIR, SERVICE & RENOVATION PROPOSAL

Serving Hilton Head Island & Bluffton, SC & Savannah, GA

53 Persimmon Street, Suite 105, Bluffton, SC 29910

Phone: 843-815-4241 or (Toll Free) 866-355-1554

Fax: 843-815-4841

customerservice@PropertyPreservationInc.com

www.propertypreservationinc.com

www.elitepoolco.com

Proposal submitted to: Beaufort County PALS
Beaufort Pool
Beaufort, SC

Proposal date: 2/22/2013

OUTLINE OF PROPOSAL DETAIL :

PROPERTY PRESERVATION, INC. WILL SUPPLY ALL LABOR AND MATERIALS REQUIRED FOR THE FOLLOWING:

Obtain Required SCDHEC Cange Order.

Drain pool and secure equipment

Remove any loose or delaminated material from the walls and floor.

Cut under tile, around fittings and light, a minimum 2", to original gunite to allow proper finish.

Install new tile on step edges.

Apply scratch kote to the walls and floor to insure bond of the new finish.

Re-surface walls and floor with exposed aggregate finish. (Color to be Elite Blue)

Refill pool start-up equipment and balance water chemistry

All exposed rebar will be cut out and coated with epoxy, prior to refinish.

Manufacturer will warrant the new pool/spa finish for a period of 60 months, against defects in workmanship and materials. Discoloration and staining are water balance issues and are not warranted by manufacturer.

Cost	\$39,296.00
-------------	--------------------

This proposal does not constitute nor imply a warranty of the existing pool/spa.

THIS PROPOSAL IS VALID FOR 30 DAYS ONLY; THEREAFTER IT MUST BE RE-SUBMITTED BY PPI.

*** All Proposals require a 50% acceptance payment before work can proceed. ***

\$19,648.00

*** Remaining balance is due upon project completion. ***

\$0.00

Total Proposal Amount:	\$39,296.00
-------------------------------	--------------------

NOTICE: IN THE EVENT OF LEGAL ACTION IF PPI PREVAILS; THE CUSTOMER AGREES TO PAY PPI ITS COST OF COLLECTING ANY SUMS TO WHICH IT IS ENTITLED HEREIN ABOVE, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES. ANY PAST DUE BALANCES WILL BE CHARGED 1.5% PER MONTH or THE LEGAL LIMIT ALLOWED BY LAW.
IN THE EVENT OF A RETURNED CHECK THE CUSTOMER AGREES TO PAY A FEE OF \$45.00.

This proposal is submitted by:
Dolph Sewell
Senior Vice President
Property Preservation Inc.-Elite Pools & Spas

PROPOSAL ACCEPTANCE by CUSTOMER:

Customer signature below authorizes Property Preservation to complete the work as outlined in the Proposal. The Proposal may also be accepted through the customer's oral statements, or if the customer requests for work to begin on this proposed project without changing the terms of this proposal before the project is commenced by Property Preservation, Inc.

Payment schedule:

\$19,648.00 Upon acceptance

\$7,859.00 upon drain and secure.

\$9,824.00 upon completion of prep for plaster

Balance Upon completion

CUSTOMER ACCEPTANCE SIGNATURE

DATE OF ACCEPTANCE



Mr. Dave Thomas
Purchasing Director
Beaufort County

RECEIVED
FEB 26 2013
PURCHASING DEPT.

Re: Beaufort and Battery Creek pool bids

Dear Mr. Thomas,

Further to our meeting and negotiation, we are attaching a proposal to assist you in accomplishing the required work on the pools within you budget. Per our discussion, we can remove the waterline and racing lane tile replacement and get the cost within the budget. Since all the tile in both pools is in good condition, with proper prep work, the new plaster finish can be installed along with saving the existing tile, and it not be noticeable.

I trust this is the information you require. If I may be of further assistance, feel free to contact me.

Sincerely,

Dolph Sewell
Vice President



REPAIR, SERVICE & RENOVATION PROPOSAL

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Phone: 843-815-4241 or (Toll Free) 866-355-1554

Fax: 843-815-4841

customerservice@PropertyPreservationInc.com

www.propertypreservationinc.com

www.elitepoolco.com

Proposal submitted to: Beaufort County PALS
Battery Creek Pool
Beaufort, SC

Proposal date: 2/22/2013

OUTLINE OF PROPOSAL DETAIL :

PROPERTY PRESERVATION, INC. WILL SUPPLY ALL LABOR AND MATERIALS REQUIRED FOR THE FOLLOWING:

Obtain Required SCDHEC Cange Order.

Drain pool and secure equipment

Remove any loose or delaminated material from the walls and floor.

Cut under tile, around fittings and light, a minimum 2", to original gunite to allow proper finish.

Install new tile on step edges.

Apply scratch kote to the walls and floor to insure bond of the new finish.

Re-surface walls and floor with exposed aggregate finish. (Color to be Elite Blue)

Refill pool start-up equipment and balance water chemistry

All exposed rebar will be cut out and coated with epoxy, prior to refinish.

Manufacturer will warrant the new pool/spa finish for a period of 60 months, against defects in workmanship and materials. Discoloration and staining are water balance issues and are not warranted by manufacturer.

Cost	\$39,296.00
-------------	--------------------

This proposal does not constitute nor imply a warranty of the existing pool/spa.

THIS PROPOSAL IS VALID FOR 30 DAYS ONLY; THEREAFTER IT MUST BE RE-SUBMITTED BY PPI.

*** All Proposals require a 50% acceptance payment before work can proceed. ***

	\$19,648.00
--	--------------------

*** Remaining balance is due upon project completion. ***

	\$0.00
--	---------------

Total Proposal Amount:	\$39,296.00
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IN THE EVENT OF A RETURNED CHECK THE CUSTOMER AGREES TO PAY A FEE OF \$45.00.

This proposal is submitted by:

Dolph Sewell

Senior Vice President

Property Preservation Inc.-Elite Pools & Spas

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\$7,859.00 upon drain and secure.

\$9,824.00 upon completion of prep for plaster

Balance Upon completion

CUSTOMER ACCEPTANCE SIGNATURE

DATE OF ACCEPTANCE



COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION
ENGINEERING DEPARTMENT
113 Industrial Village Road, 29906
PO Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2940 Fax: (843) 255-9443

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Manager *BHill*
David Starkey, Chief Financial Officer *DStarkey*
Robert McFee, Director of Engineering & Infrastructure *RMcFee*
David Thomas, Purchasing Director *DThomas*

FROM: Colin Kinton, Traffic & Transportation Engineering *CKinton*

SUBJ: **County Roadway Pavement Re-Striping**

DATE: March 14, 2013

BACKGROUND: The Beaufort County Traffic Engineering Department evaluated the existing inventory of County roadways with centerline and/or edgeline markings; in addition, we also evaluated County roadways where centerlines have been requested. The attached list includes the highest priority roadways needing to be remarked or have centerlines added.

SCDOT received bids from qualified contractors to perform pavement marking work on roadways in Beaufort County. The approved contractor's bid is a quantity bid based on linear feet of pavement markings. SCDOT has approved a contract with Dura Mark, Inc of Harleyville, SC for \$156,990.98.

The County intends to utilize the recently awarded SCDOT contract #4400006432 for Painting & Thermoplastic Services in Beaufort County with Dura Mark, Inc for striping of the prioritized list of County roadways in an amount not to exceed \$31,000. Funds are available in Acct #10001241-51170, Non-Professional Services: \$24,995, #10001242-51994, SCDOT Engineering: \$4,000 & #10001242-51995 SCDOT Operations: \$2,005.

RECOMMENDATION: The Public Facilities Committee approves entering into a contract with Dura Mark, Inc. in an amount not to exceed \$31,000 for re-striping of County roadways per attached list.

CK/cg

Attachments: 1) List of roadways
2) SCDOT Statement of Award

**PRIORIZED LIST OF ROADWAYS
RE-STRIPING AND/OR ADD CENTERLINES**

	Roadway	Amount
1	New Orleans Road (District 11)	\$2,143.79
2	Arrow Road (District 11)	\$468.54
3	Foreman Hill Road (District 8/9)	\$4,781.43
4	Malphrus Road (District 8/9)	\$5,226.61
5	Gardner Drive (District 10)	\$3,465.50
6	Burton Wells Road (District 1)	\$2,727.17
7	Red Cedar Street (District 9)	\$1,963.62
8	Ninth Avenue (District 9)	\$307.10
9	Masters Way @ Bluffton Pkwy (District 7)	\$572.30
10	Lake Point Drive (District 7)	\$1,924.45
11	Persimmon Street (District 9)	\$3,093.14
12	Professional Village Circle Intersection (District 3)	\$273.70
13	Ice House Road (District 2)	\$893.37
14	Jonathan Francis Sr Road (District 3)	\$2,356.43
15	Leg O Mutton Road (District 10)	\$802.85
	<u>Total</u>	<u>\$31,000.00</u>

STATE OF SOUTH CAROLINA
SCDOT - PROCUREMENT OFFICE
955 PARK STREET ROOM 101
COLUMBIA SC 29201-3976

Statement of Award - EXEMPT

Posting Date: March 11, 2013

Solicitation: 5400005557

Description: *Painting and Thermoplastic Services within the right-of-way in Beaufort County

Agency: SC Dept of Transportation

The State awards the contract(s) noted below. This document is the final Statement of Award, effective **08:00:00, March 11, 2013**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

This solicitation is governed by Section 11-35-710 – Exemptions – of the South Carolina Consolidated Procurement Code.

Contract Number: 4400006432

**Awarded To: DURA MARK INC
181 JUDGE STREET
HARLEYVILLE SC 29448**

Total Potential Value: \$ 156,990.98

Maximum Contract Period: March 11, 2013 through June 14, 2013

Item	Description	Unit Price	Total
00001	Paints-4" Broken White	\$ 0.06	\$ 15.60
00002	Paints-4" Solid White	\$ 0.05	\$ 9,004.50
00003	Paints-8" Solid White	\$ 1.00	\$ 150.00
00004	Paints-24" Solid White	\$ 2.00	\$ 3,830.00
00005	Paints-White Single Arrow	\$ 25.00	\$ 775.00
00006	Paints-White "ONLY"	\$ 40.00	\$ 160.00
00007	Paints-White Comb Arrow	\$ 50.00	\$ 50.00
00008	Paints-4" Yellow Broken	\$ 0.15	\$ 3,651.00
00009	Paints-4" Solid Yellow	\$ 0.04	\$ 19,347.32
00010	Paints-24" Solid Yellow	\$ 2.00	\$ 1,000.00
00011	Thermo-4" Broken White	\$ 0.34	\$ 19,935.56
00012	Thermo-4" Solid White	\$ 0.26	\$ 28,031.64
00013	Thermo-8" Solid White	\$ 1.75	\$ 962.50
00014	Thermo-24" Solid White	\$ 4.75	\$ 5,405.50
00015	Thermo-White Single Arrow	\$ 60.00	\$ 5,040.00
00016	Thermo-White "ONLY"	\$ 80.00	\$ 2,320.00

00017	Thermo-White Comb	\$ 100.00	\$ 200.00
00018	Thermo-4" Broken Yellow	\$ 0.30	\$ 9,432.00
00019	Thermo-Solid Yellow	\$ 0.26	\$ 47,680.36

Procurement Officer
SATERIA WEST, CPPB



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 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*
Robert McFee, Director, Engineering & Infrastructure Division *JRMcFee*
Josh Gruber, County Staff Attorney *JGruber*

FROM: Bob Klink, County Engineer *BKlink*

SUBJ: **Condemnation of "Old Miller Road – Lake Point Drive Connector"**

DATE: March 5, 2013

BACKGROUND: The connection between the termini of Old Miller Road and Lake Point Drive has been planned for many years and is included in both the Beaufort County Comprehensive Plan and Road CIP. This connection was also provided for in the original Grande Oaks PUD Agreement. The right-of-way needed to make the connection is approximately 2,770' in length x 66' in width and contains roughly 4.2 acres. The connection will be a paved, two-lane roadway constructed by the County.

It is anticipated that this connection will (1) distribute traffic in a more efficient manner, (2) improve network inter-connectivity, and (3) reduce vehicle miles of travel. For example, the connection would provide a much shorter alternate route to the Buckwalter Parkway for residents living in the various phases of Grande Oaks Subdivision. Additionally, it would allow traffic from SC Hwy. 46 (May River Road) to access the Buckwalter Parkway through the PUD via Old Miller Road and Lake Point Drive and vice versa.

The County's efforts to acquire the right-of-way have not been successful. After having conducted exhaustive negotiations with the property owners, it is now felt that it will be necessary to use the County's power of eminent domain to make the acquisition.

RECOMMENDATION: The Public Facilities Committee approve and recommend to County Council that a right-of-way between the termini of Old Miller Road and Lake Point Drive, as described above, be condemned.

REK/~~EJK~~/cvs

Attachments: Map (2)

BUCKWALTER PKWY

LAKE POINT DRIVE

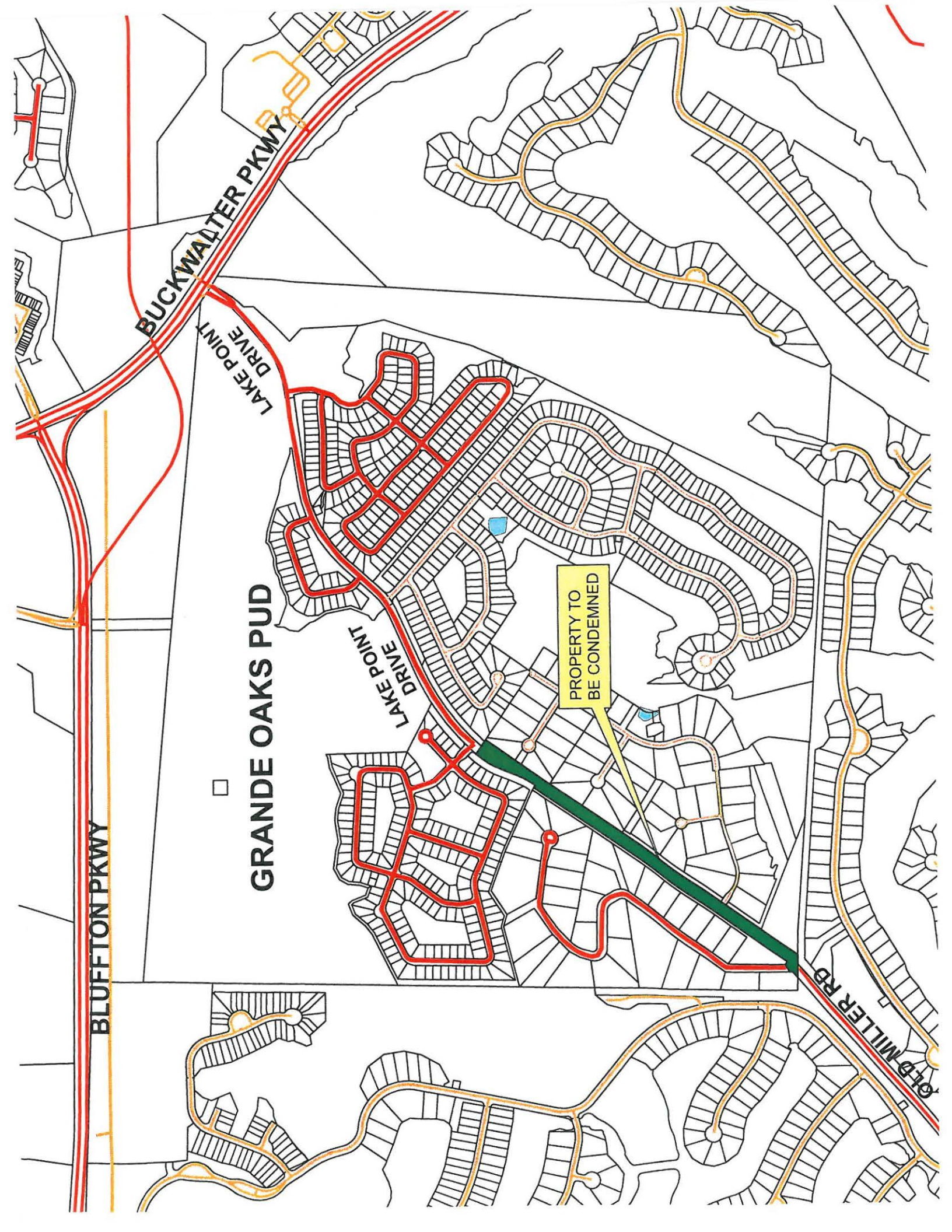
GRANDE OAKS PUD

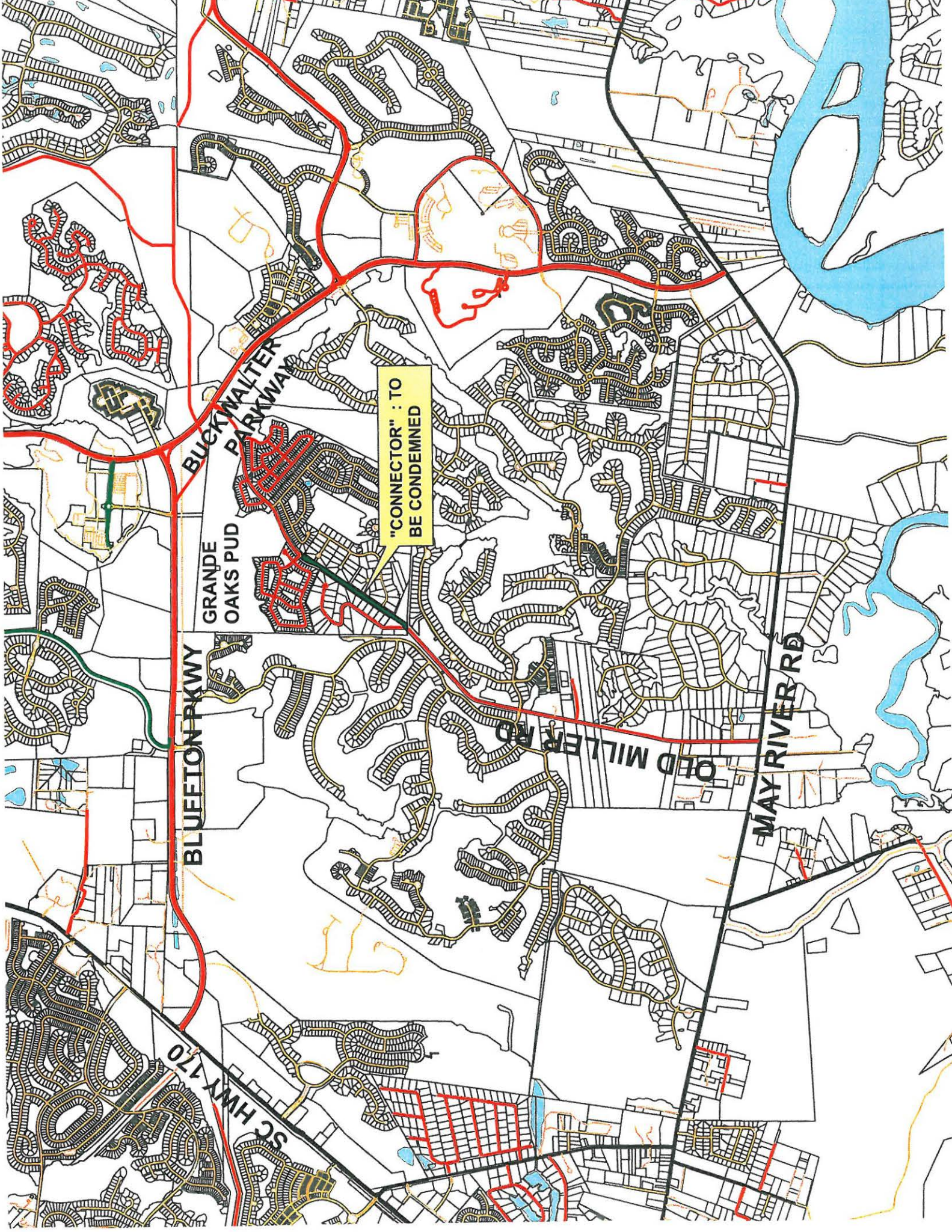
LAKE POINT DRIVE

BLUFFTON PKWY

PROPERTY TO BE CONDEMNED

OLD MILLER RD





"CONNECTOR" : TO
BE CONDEMNED

BUCKWALTER
PARKWAY

GRANDE
OAKS PUD

BLUFFTON PKWY

OLD MILLER RD

MAY RIVER RD

SC HWY 170

Whale Branch Trestle Conversion to the Whale Branch Fishing Pier

Public Facilities Committee

March 18, 2013



Background

- In January 2011, BJW&SA granted Beaufort County an easement for part of the Port Royal Railroad corridor, including the Whale Branch trestle
- The trestle is a popular fishing location
- Due to safety and liability concerns, public access to the trestle either had to be blocked or it had to be brought up to minimum safety standards
- We chose to make minimal improvements and open it to the public as the Whale Branch Fishing Pier

BEFORE



Approach from
Seabrook Road



Foot of the Trestle

BEFORE



Foot of the Trestle



Ballast Stone and
Concrete Crossties

DURING



Removing
Ballast Stone



Preparing
Pier Surface

DURING



Newly Poured
Handicapped Sidewalk;
Safety Fencing Installed



Installing
Split Rail Fence

DURING



Final Grading of Access
and Parking Area



Mitigating Last Trip Hazard

COMPLETE



Entrance

COMPLETE



Turnaround and Parking

COMPLETE



Pier

COMPLETE



Vistas



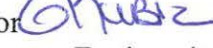

The Team


Questions?



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
102 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 
Robert McFee, PE, Division Director, Engineering and Infrastructure 
Josh Gruber, County Staff Attorney 

FROM: Robert Klink, PE, County Engineer 

SUBJ: **Renewal of Laurel Bay Drainage Easement**

DATE: February 28, 2013

Background: On November 23, 1987, the Federal government, through the Department of the Navy, granted the County a 25-year, 30' x 63' easement "for the construction, installation, operation, maintenance, [and] repair, of a drainage facility" on and over a portion of the Laurel Bay Military Housing Complex. The location of the easement is more clearly shown on the attached location map.

The above described drainage easement expired on November 22, 2012. A request to renew the easement for a period of 50 years was made to the Commanding Officer, MCAS-Beaufort, via the Community Planning and Liaison Officer. A response from the Naval Facilities Engineering Command Southeast (NAVFAC SE), dated January 10th of this year, indicated the Navy's willingness to execute another easement agreement with the proviso that the County first submit a payment of \$4,415.00 to cover the administrative and legal costs associated with said easement renewal.

This easement is needed to efficiently drain Capehart Circle, a County-owned road, as well as Capehart Subdivision.

Recommendation: The Public Facilities Committee accept the Navy's demand of \$4,415.00 in exchange for executing a new easement agreement for a period of 50 years - rather than 25 years - and that it recommend the same to County Council. The funds for the easement would come from Account No. 50250011-51160.

REK/EWK/ cvs

Attachments: Location map
Original "Grant of Easement"
Letter to MCAS-Beaufort dated 8/13/12
Letter from NAVFAC SE dated 1/10/13

LAUREL BAY HOUSING COMPLEX

30' x 63' Drainage Easement to be renewed



CAPEHART CIR

CAPEHART S/D

IRONGATE S/D

AUDUBON WOODS S/D

MROZ RD

LAUREL BAY RD



All correspondence in connection
with this contract should include
reference to N62467-87-RP-00013

GRANT OF EASEMENT

500/642

THIS INDENTURE, made effective as of the 23rd day of November, 1987, between the United States of America, herein called the "Government", acting through the Department of the Navy, and Beaufort County Board of Commissioners, Beaufort County, South Carolina, herein called the "Grantee."

WHEREAS, the Government owns that certain real property identified as the Marine Corps Air Station, Beaufort, South Carolina, herein called the "Station;" and

WHEREAS, the Grantee has requested an easement for the construction, installation, operation, maintenance, repair, of a drainage facility, on and over that portion of the Station hereinafter described; and,

WHEREAS, the Secretary of the Navy has found that the grant of such Easement on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW THEREFORE, this indenture witnesseth that, in consideration of one dollar (\$1.00) receipt of which is acknowledged, paid by the Grantee to the Government, the Government hereby grants to the said Grantee and its successors and assigns, for a period of twenty-five (25) years from the date hereof, an Easement for the construction, installation, operation, maintenance, repair, of a drainage facility, such Easement being on and over that portion of the Station hereinafter called the "Premises," as shown and described on Beaufort County Public Works Drawing, attached hereto and made a part hereof as Exhibit "A".

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair of the drainage facility shall be done without cost or expense to the Government, and in accordance with plans previously approved by the Commanding Officer of the Southern Division, Naval Facilities Engineering Command.
2. The Grantee shall maintain the drainage facility in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the drainage facility.
3. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

4. Upon the termination of this easement, the Grantee, at its expense, shall remove, to the extent requested by the Government, improvements installed or constructed hereunder, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Commanding Officer of the Southern Division, Naval Facilities Engineering Command.

500
643

5. If at any future time, the Government determines that the drainage facility, or any portion thereof, unduly interferes with any of its activities, it shall have the right to terminate this easement, in whole or in part, to the extent necessary to eliminate such interference; PROVIDED THAT, unless the Government shall have determined that relocation is not feasible, it shall convey to the Grantee, without charge, a substitute easement permitting the Grantee to relocate the facility, or portion thereof, on adjacent Government property, at the Grantee's cost and expense. The substitute easement shall contain the same terms and conditions as those of this easement, and shall bear the same expiration date, if any.

6. All or any part of this Easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two (2) consecutive years.

7. The Government may use the Premises of this Easement for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this Easement.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year written first above.

UNITED STATES OF AMERICA

By: W.M.R.
Real Estate Contracting Officer

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 23rd day of November 1987 by WILLIAM M. ROBINSON, JR.

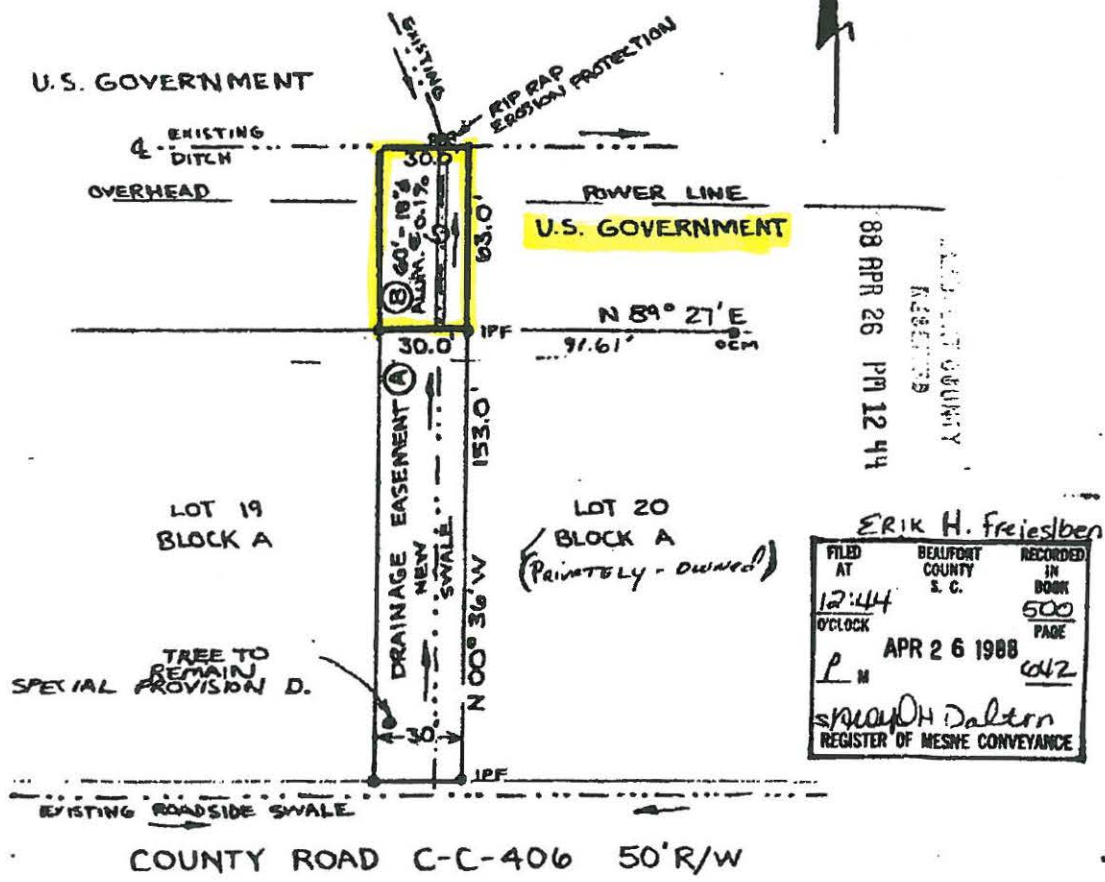
JUDITH H. OWENS
Notary Public

Judith H. Owens

MY COMMISSION EXPIRES 8-17-1994



N 500/644



BEAUFORT COUNTY
PUBLIC WORKS
DRAINAGE EASEMENTS
MAY 7, 1987

- Ⓐ A 30' WIDE DRAINAGE EASEMENT IN LOT 19, BLOCK A ALONG THE EAST PROPERTY LINE FOR 153.0'. NEW SWALE.
- Ⓑ A 30' WIDE DRAINAGE EASEMENT X 63' LONG TO BE PIPED W/18" ALUM. PIPE TO ALLOW CONTINUOUS ACCESS ALONG EXISTING DITCH. U.S. GOVERNMENT OWNERSHIP.

Exhibit A

Lot 19

COUNTY COUNCIL OF BEAUFORT COUNTY

**ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net**

**WM. WESTON J. NEWTON
CHAIRMAN**

**D. PAUL SOMMERVILLE
VICE CHAIRMAN**

COUNCIL MEMBERS

**STEVEN M. BAER
RICK CAFORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN**

**GARY KUBIC
COUNTY ADMINISTRATOR**

**BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR**

**JOSHUA A. GRUBER
STAFF ATTORNEY**

**SUZANNE M. RAINEY
CLERK TO COUNCIL**

August 13, 2012

Commanding Officer
MCAS Beaufort
Attn: Community Planning and Liaison Officer
P. O. Box 55001
Beaufort, SC 29904-5001

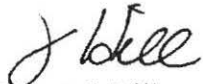
Re: Grant of Easement - N62467-87-RP-00013
Location: Laurel Bay / Capehart Circle / S-7-458 (f/k/a C-C-406)

Dear Sir or Madam:

The Grant of Easement referenced above, a copy of which is enclosed, gave Beaufort County an easement "for the construction, installation, operation, maintenance, repair, of a drainage facility" over that portion of the Station as depicted on Exhibit "A" thereof. This easement is set to expire on November 22, 2012. Beaufort County would like to request that a new easement, identical to the original, be granted for a like term of 25 years to allow for the continued maintenance of the drainage depicted on Exhibit "A".

Thank you for your time and consideration.

Yours truly,



Bryan J. Hill
Deputy County Administrator

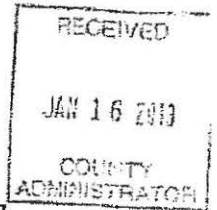
GK/jlh

Encl.

cc: Robert McFee, Engineering & Infrastructure
Michael Brooks, Realty Specialist, NAVFAC SE



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST
JACKSONVILLE, FL 32212-0030



11011
Ser OPZBMB/0007
January 10, 2013

Mr. Gary Kubic
Beaufort County Administrator
PO Box 1228
Beaufort, SC 29901

Dear Mr. Kubic:

Subj: COST ESTIMATE FOR LAUREL BAY DRAINAGE DITCH EASEMENT

Naval Facilities Engineering Command Southeast (NAVFAC SE) has received a copy of Marine Corps Air Station Beaufort's request to renew the grant of easement # N62467-87-RP-00013 to Beaufort County for the drainage ditch within Laurel Bay Housing. NAVFAC SE is ready to start execution on this agreement; however, the Department of the Navy (DON) does not appropriate funding for the costs associated with real estate support in the disposal, transfer, and/or out-granting of real property other than those of its own initiative. Therefore, for projects requested by non-federal entities, the requestors must reimburse the administrative costs.

In turn, NAVFAC SE is providing the below information outlining the various real estate actions required to execute the easement to Beaufort County for the Laurel Bay drainage ditch and the associated costs.

The actions and services include but are not limited to:

1. Administrative support by a Project Manager including negotiations, meetings, teleconferences, and document preparation.
2. Site maps delineating the easement area.
3. Environmental Condition of Property and NEPA reports conducted by the installation environmental staff and approved by the regional environmental staff.
4. Post execution administration, follow up, and documentation.

11011
Ser OPZBMB/0007
January 10, 2013

5. Legal support including document review, teleconferences, and meetings as necessary for agreement execution.

6. Real Estate Contracting Officer services.

The following outlines the associated costs for the actions listed above. Should the actual cost be less than the below estimate, the Government will refund to you any unused funds.

Product & Services Labor	\$4,415.00
Total	\$4,415.00

Please prepare a check payable to The US Treasury in the amount of \$4,415.00 and mail to:

Commanding Officer
NAVFAC SE
ATTN: Real Estate Contracting Officer
PO Box 30, BLDG 903, Room 260
Jacksonville, FL 32212-0030

While we shall work with you to complete the easement in an expeditious manner, since the DON does not have funding to support this action, we are unable to proceed until your organization has furnished the required funds.

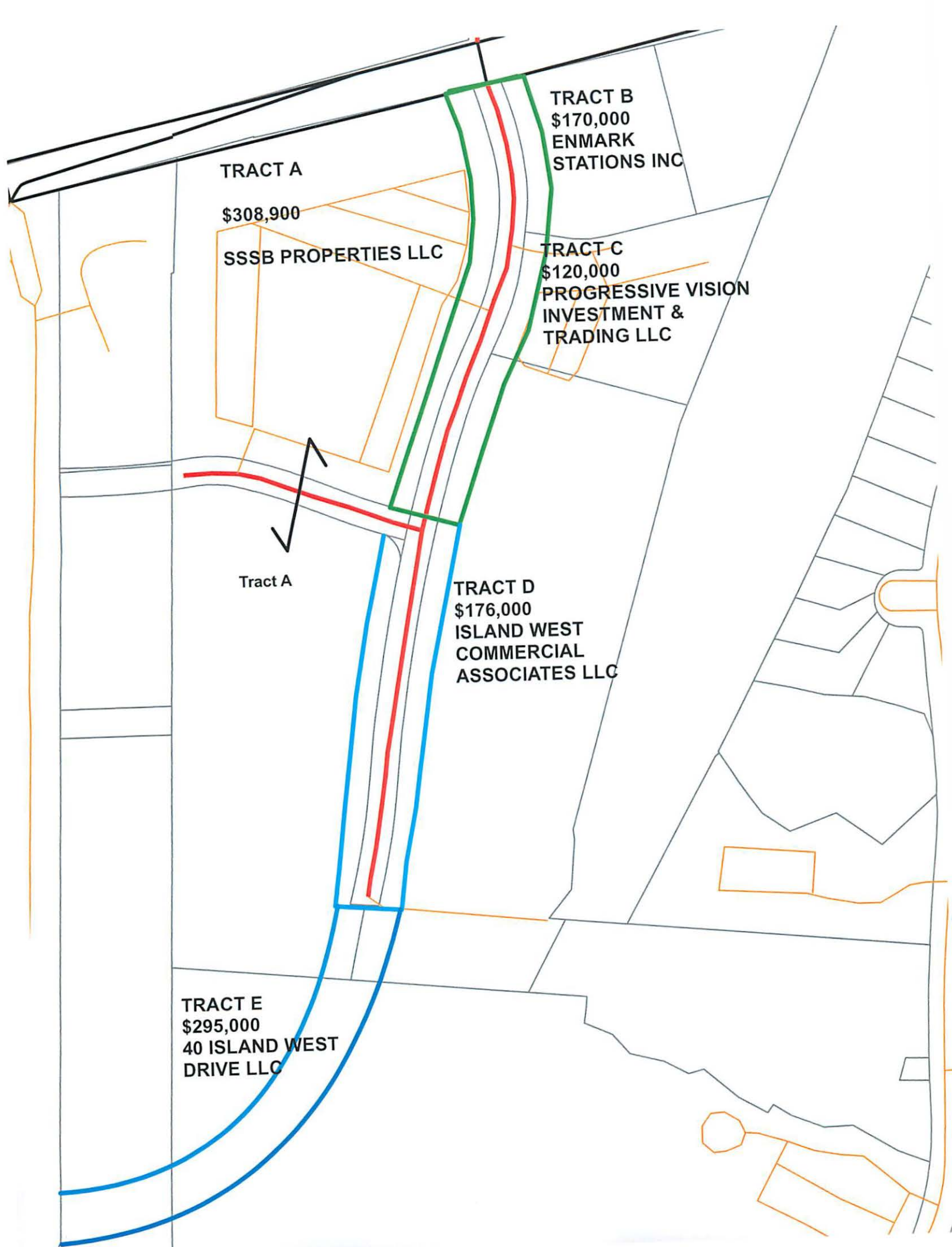
My point of contact is Mr. Michael Brooks, Realty Specialist, who can be contacted by telephone at (904)542-6219 or e-mail at michael.brooks3@navy.mil.

Sincerely,



CASSANDRA S. NORRIS
Asset Management Team Lead
Real Estate Contracting Officer

Copy to: CPLO, MCAS Beaufort



TRACT A

\$308,900

SSSB PROPERTIES LLC

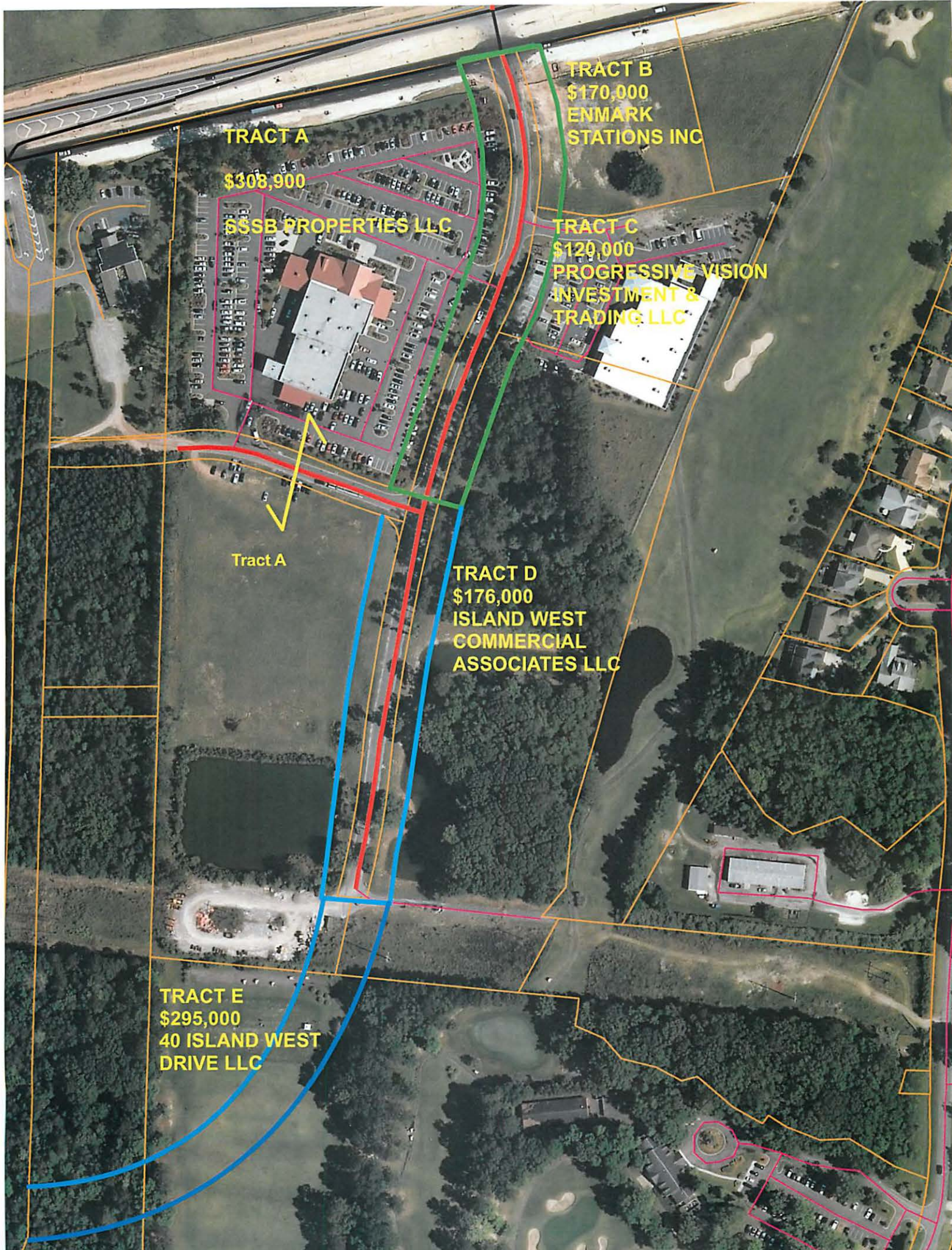
TRACT B
\$170,000
ENMARK STATIONS INC

TRACT C
\$120,000
PROGRESSIVE VISION INVESTMENT & TRADING LLC

TRACT D
\$176,000
ISLAND WEST COMMERCIAL ASSOCIATES LLC

TRACT E
\$295,000
40 ISLAND WEST DRIVE LLC

Tract A



TRACT A

\$308,900

SSSB PROPERTIES LLC

TRACT B

\$170,000

ENMARK STATIONS INC

TRACT C

\$120,000

PROGRESSIVE VISION INVESTMENT & TRADING LLC

TRACT D

\$176,000

ISLAND WEST COMMERCIAL ASSOCIATES LLC

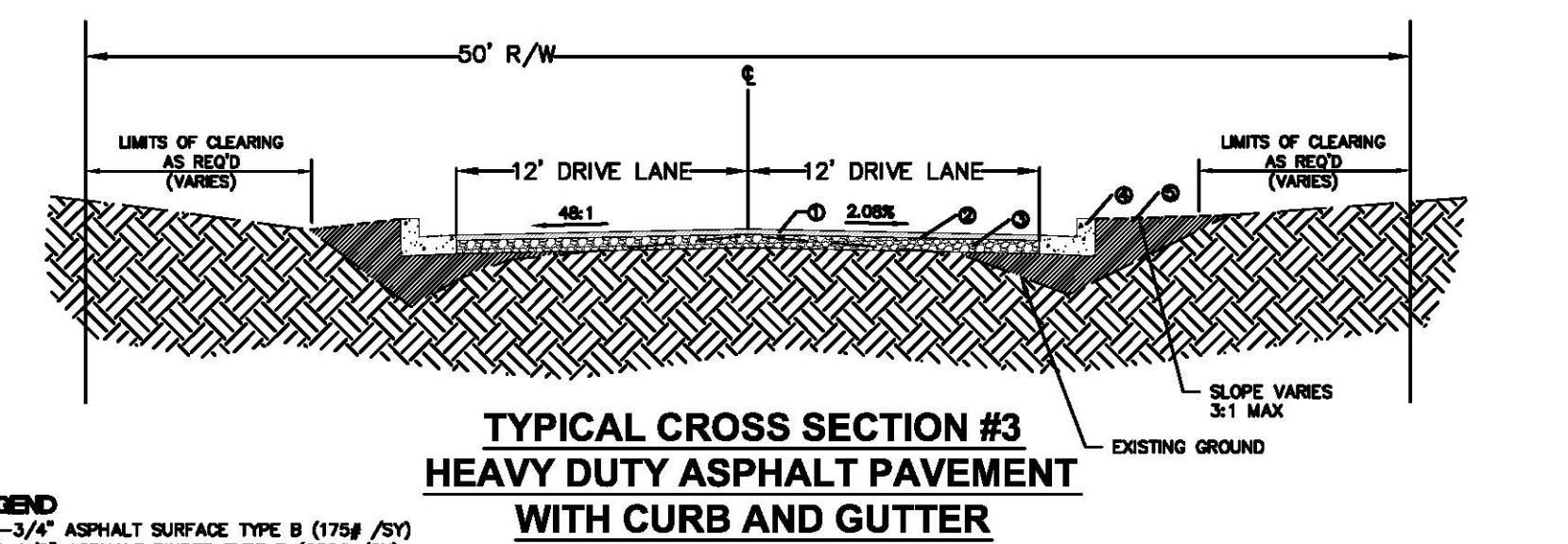
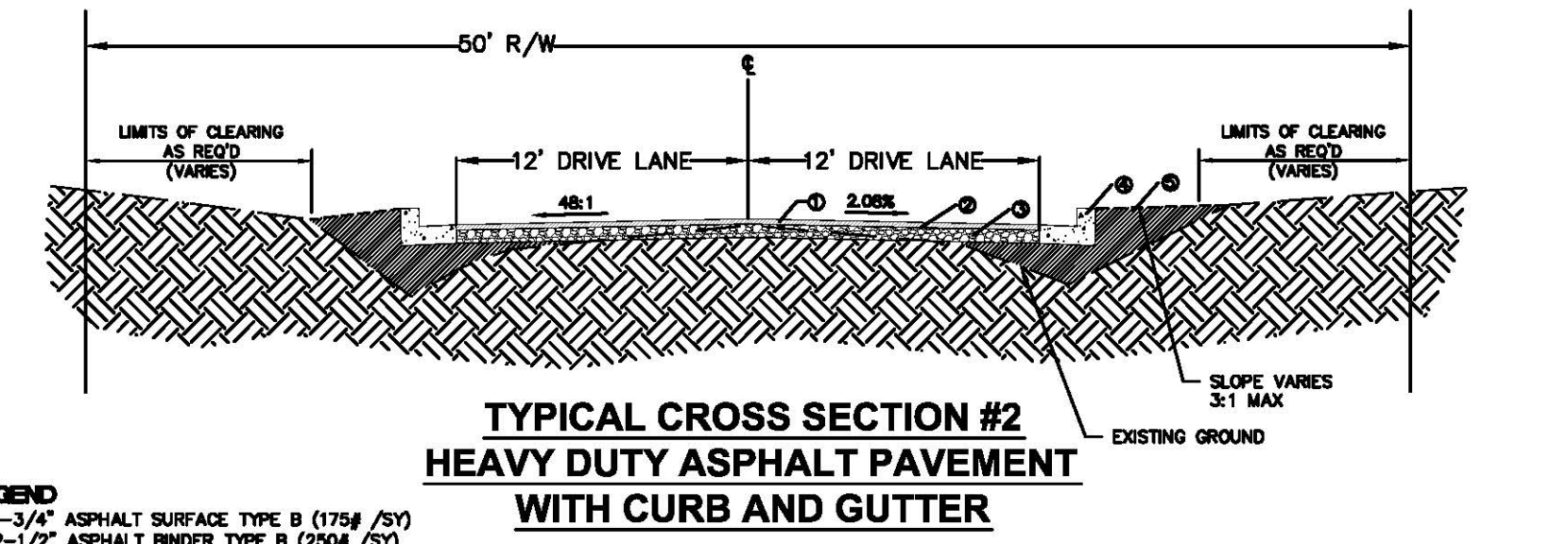
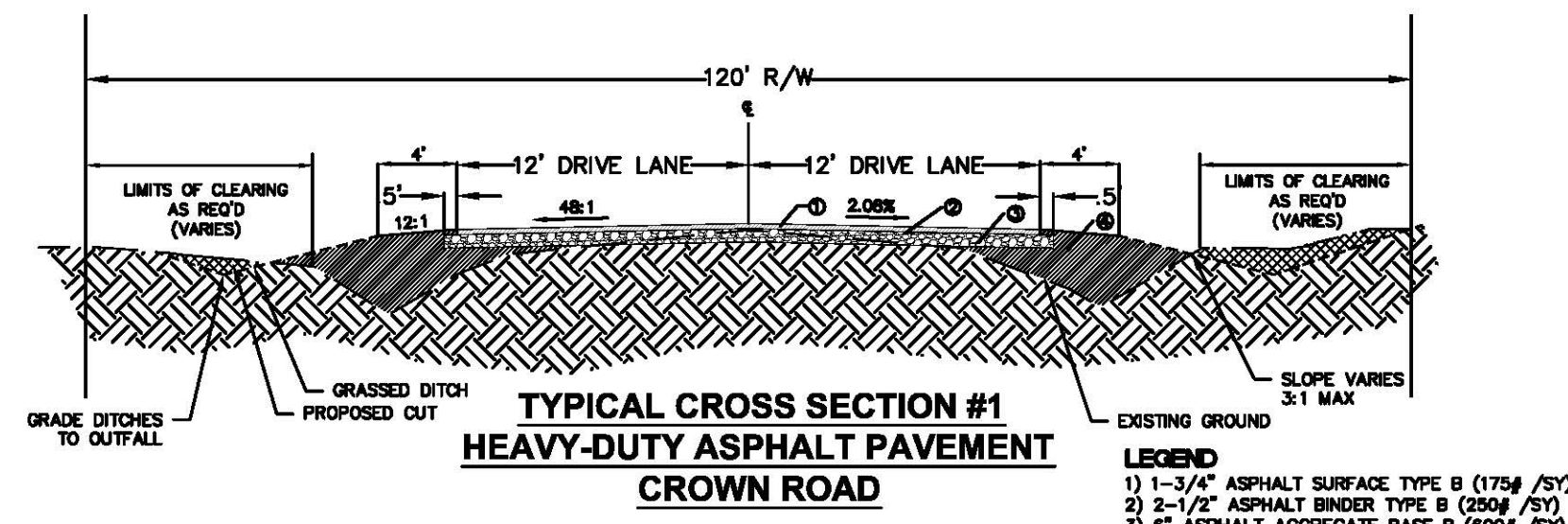
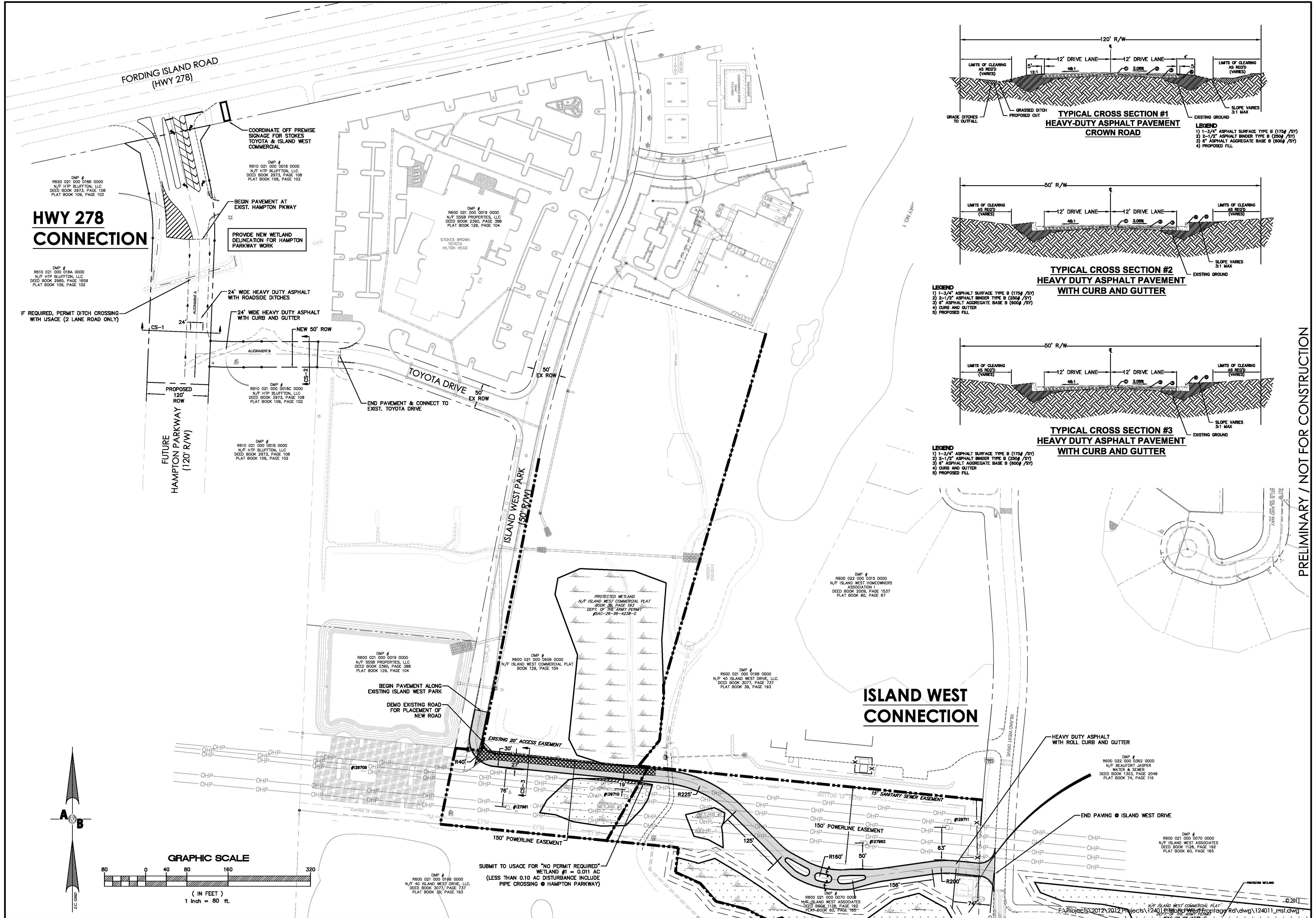
TRACT E

\$295,000

40 ISLAND WEST DRIVE LLC

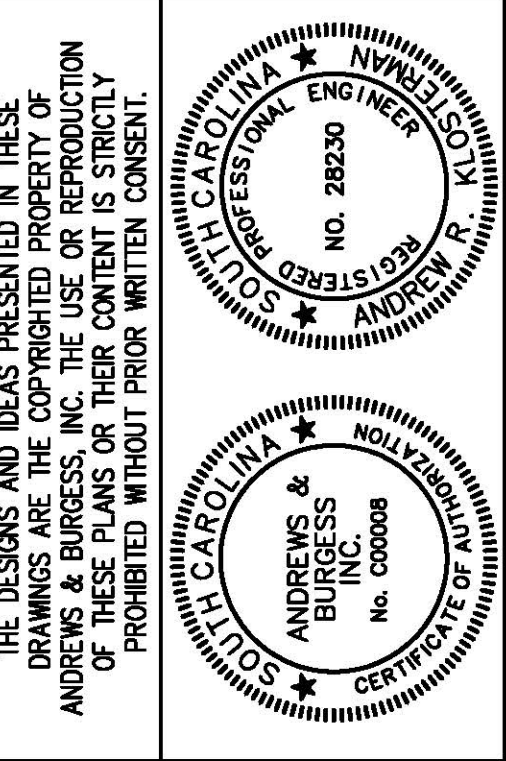
Tract A

ESTIMATED R-O-W COST:		ISLAND DRIVE OPTION	SALE PRICE	SALE DATE	COST
TRACT A	R600 021 000 0019 0000	SSSB PROPERTIES LLC	\$3,000,000	1/'05	\$308,900
TRACT B	R600 021 000 0658 0000	ENMARK STATIONS INC	\$1,000,000	10/'10	\$170,000
TRACT C	R600 021 000 0233 0000	PROGRESSIVE VISION INVESTMENT & TRADING LLC	\$1,259,50	12/'09	\$120,000
TRACT D	R600 021 000 0659 0000	ISLAND WEST COMERCIAL ASSOCIATES LLC	N/A	N/A	\$176,700
TRACT E	R600 021 000 019B 0000	40 ISLAND WEST DRIVE LLC	Order of Dismissal	9/'08	\$295,000
					TOTAL \$1,070,600



PLAN REVISIONS

NO.	DATE	DESCRIPTION	BY:
1			
2			
3			
4			
5			
6			
7			
8			



40A Shanklin Road
Beaufort, SC 29906
843.466.0369
Fax 843.466.9766

Andrew & Burgess Inc.

Engineering & Surveying

ISLAND WEST FRONTAGE ROAD PAVING & DRAINAGE PLAN BEAUFORT COUNTY

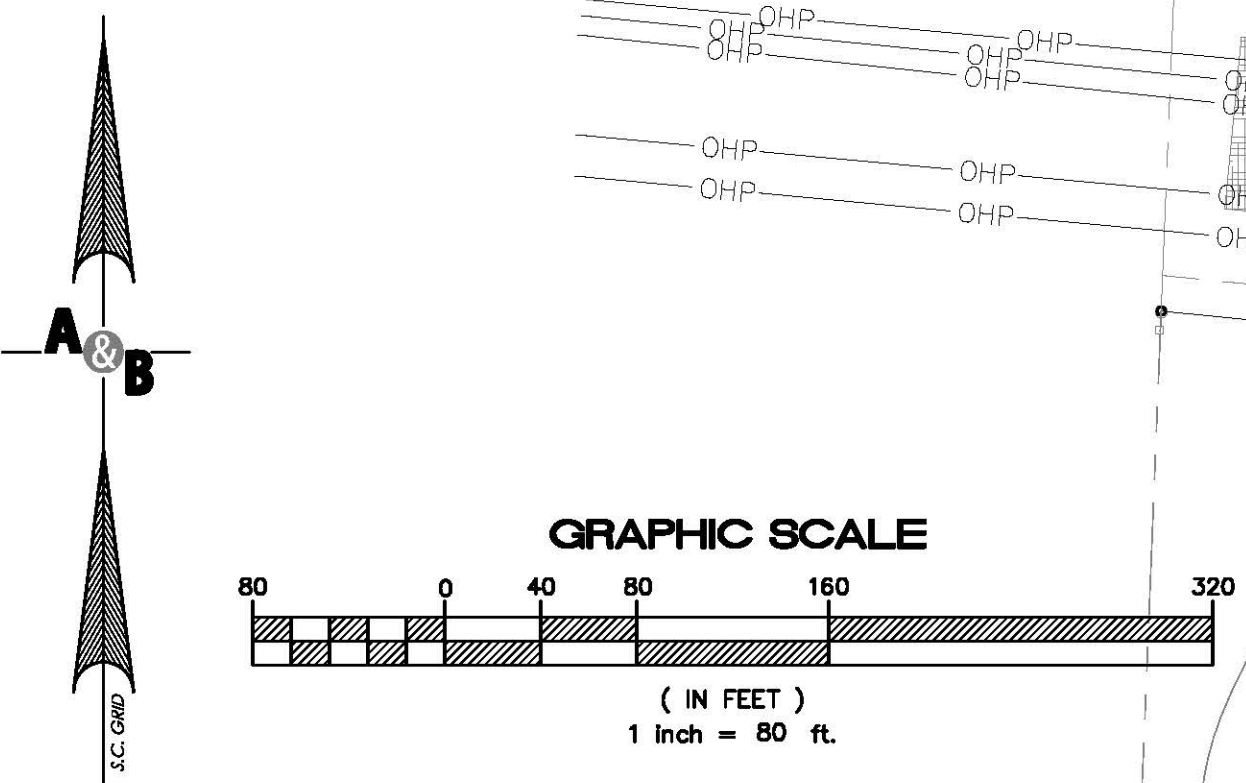
ISLAND WEST ACCESS ROAD OVERALL PLAN OPTION 2

Date Drawn: 3/5/13
Last Revised: 3/7/13
Drawn By: RB
Engineer: AK

SHEET #: **2** of 2

JOB: 124011

PRELIMINARY / NOT FOR CONSTRUCTION

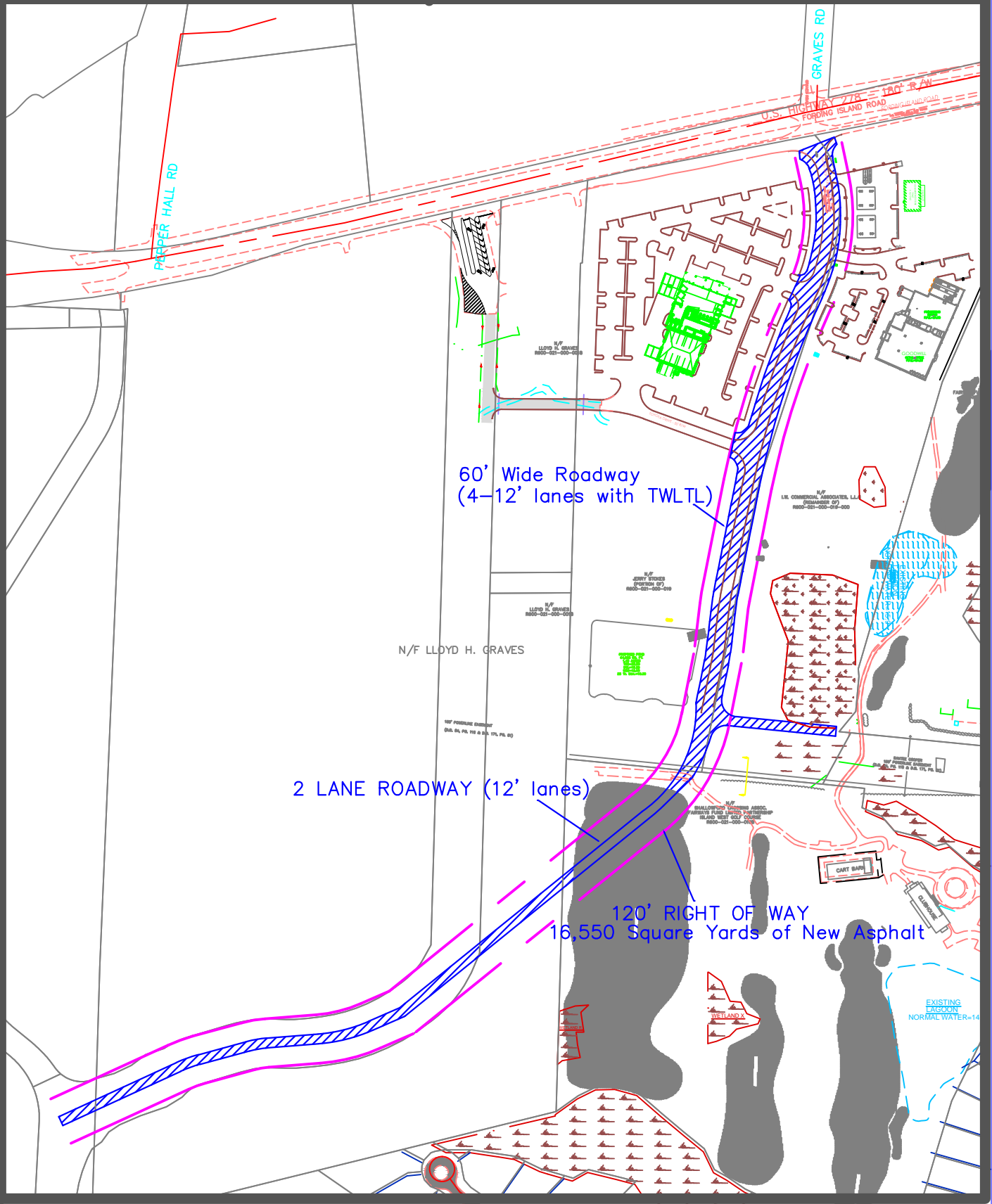


SUBMIT TO USAGE FOR "NO PERMIT REQUIRED" WETLAND #1 = 0.011 AC (LESS THAN 0.10 AC DISTURBANCE INCLUDE PIPE CROSSING @ HAMPTON PARKWAY)

Island West Connector Road Alignment

Cost Estimate:

US 278 Median Demo & Construction	= \$286,000
New Hampton Parkway Road Construction	= \$1,193,000
Total Cost	= \$1,479,000



60' Wide Roadway
(4-12' lanes with TWLTL)

2 LANE ROADWAY (12' lanes)

120' RIGHT OF WAY
16,550 Square Yards of New Asphalt

N/F LLOYD H. GRAVES

N/F LLOYD H. GRAVES
N800-001-000-000

N/F JIMMY STROES
N800-001-000-000

N/F COMMERCIAL DEVELOPER, L.L.C.
DISPOSER OF
N800-001-000-000

N/F BULLINGTON
N800-001-000-000

CHRYSLER

EXISTING LAGOON
NORMAL WATER=14'

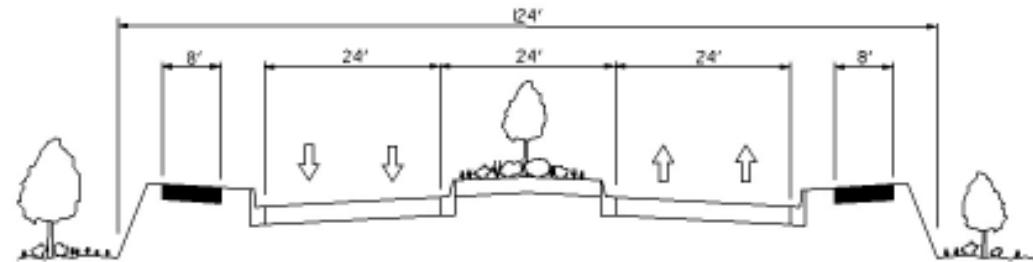


Bluffton Parkway Extension Phase 5B

Beaufort County Public Facilities Committee

March 18, 2013

The project includes a new location extension of the Bluffton Parkway from the current intersection of Phase 4/Buckwalter Parkway to the current intersection of Phase 3/Buck Island Rd. for a distance of approximately 2.5 miles.



BLUFFTON PARKWAY EXTENSION - PHASE 5A AND 5B



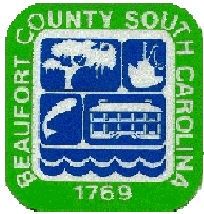
Bluffton Parkway Extension Phase 5B

Beaufort County Public Facilities Committee

March 18, 2013

Project Development and Status

- County commissioned US 278 study – 2002, included concept of Bluffton Parkway extension to US 278
- Project Studies Begin- Spring 2006
- Public Meeting – August 22, 2006
- Public Meetings - October 17 & 19, 2006
- BTAG Presentation – March 12, 2007
- Public Meeting – April 3, 2007
- BTAG Presentation – July 23, 2007
- PSC Presentation – August 14, 2007
- PSC Presentation – December 11, 2007
- County Council Presentation – January 14, 2008
- Federal Highway Administration approves Environmental Assessment - February 2008
- Public Hearing – March 18, 2008
- Federal Highway Administration issues Finding of No Significant Impact (FONSI) – June 10, 2008
- Town of Bluffton approached Beaufort County regarding realignment of Phase 5B/Buckwalter Parkway Intersection – September 2012
- Public Meeting – February 21, 2013
- Preliminary Right of Way Plans submitted – February 25, 2013



Bluffton Parkway Extension Phase 5B

Beaufort County Public Facilities Committee

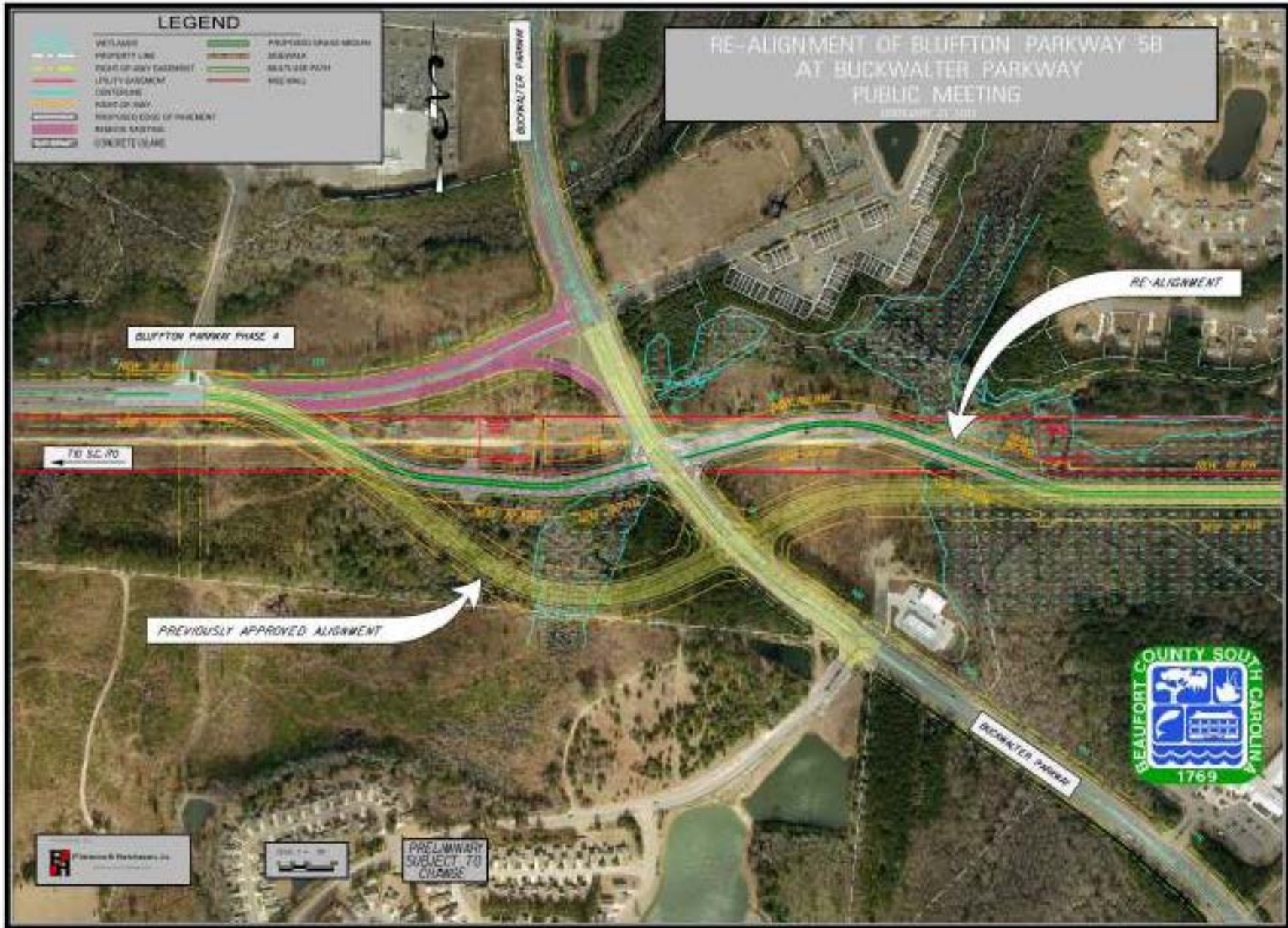
March 18, 2013

Bluffton Parkway Phase 5B/Buckwalter Parkway Intersection Revision

Impacts	Original Alignment	Revised Alignment
Right of Way	44.9 Acres	44.7 Acres
Right of Way Costs	\$6.4 million	\$0.7 million
Construction Costs	\$17.9 million	\$18.2 million
Utility Relocation Costs	\$2 million	\$3.1 million
Noise Wall Costs	\$0	\$0
Cultural Resources Impacts	None	None ¹
Wetlands	16 Acres	15 Acres

¹ Previously identified archaeological site located immediately adjacent to revised ROW; coordination with SHPO ongoing to determine effect.

Bluffton Parkway Phase 5B/Buckwalter Parkway Intersection Revision





Bluffton Parkway Extension Phase 5B

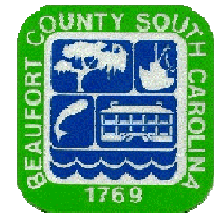
Beaufort County Public Facilities Committee

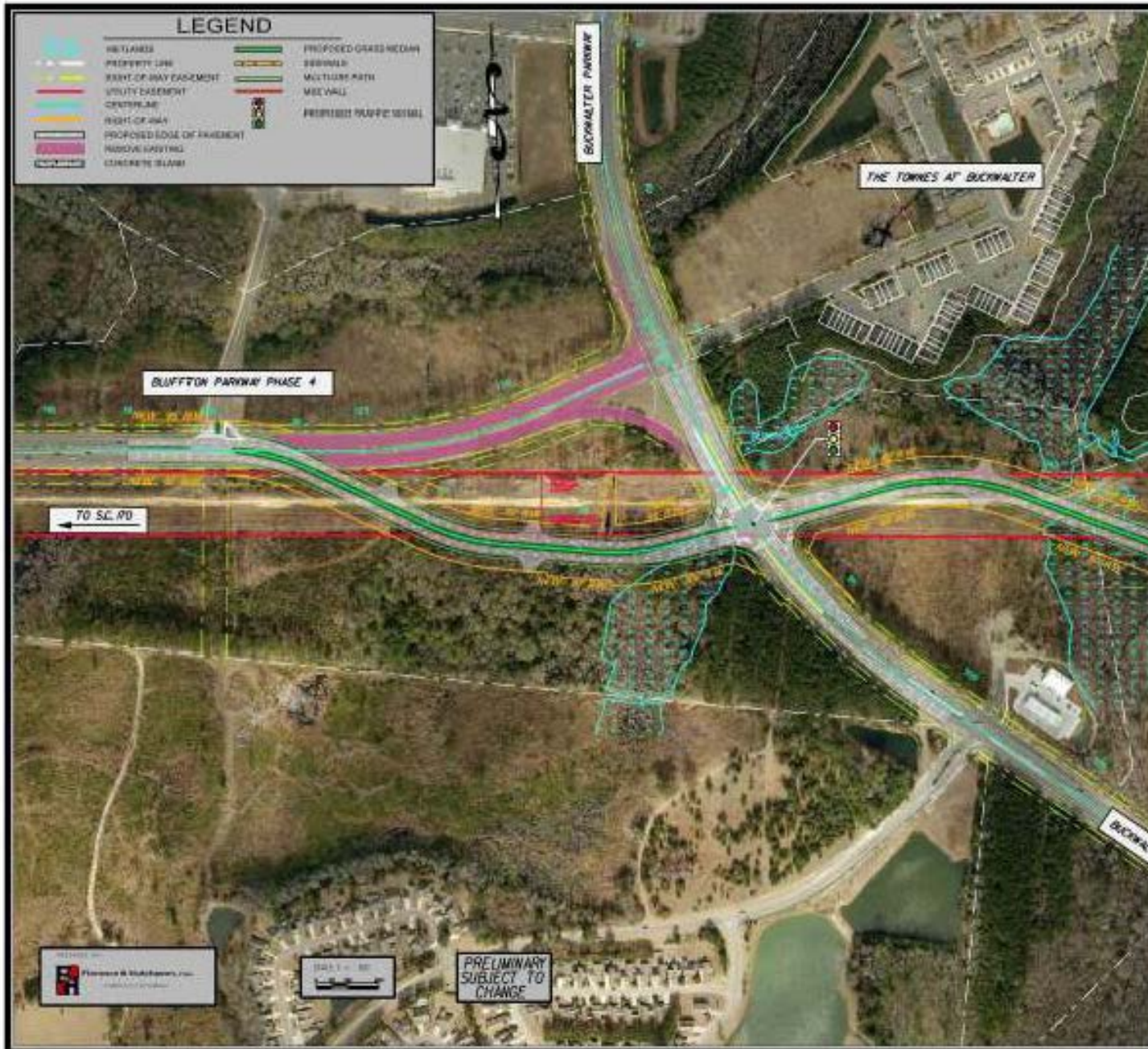
March 18, 2013

Summary of Public Meeting

- Public Meeting Conducted from 5:00 to 7:00 PM at Bluffton High School on February 21, 2013
- 78 citizens registered their attendance
- 13 comments were received
 - The majority of the comments questioned the need/funding of Phase 5B and suggested specific design recommendations regarding access, traffic signals, etc.
 - Two comments were in favor of Phase 5B
 - No comments were specific to the proposed re-alignment

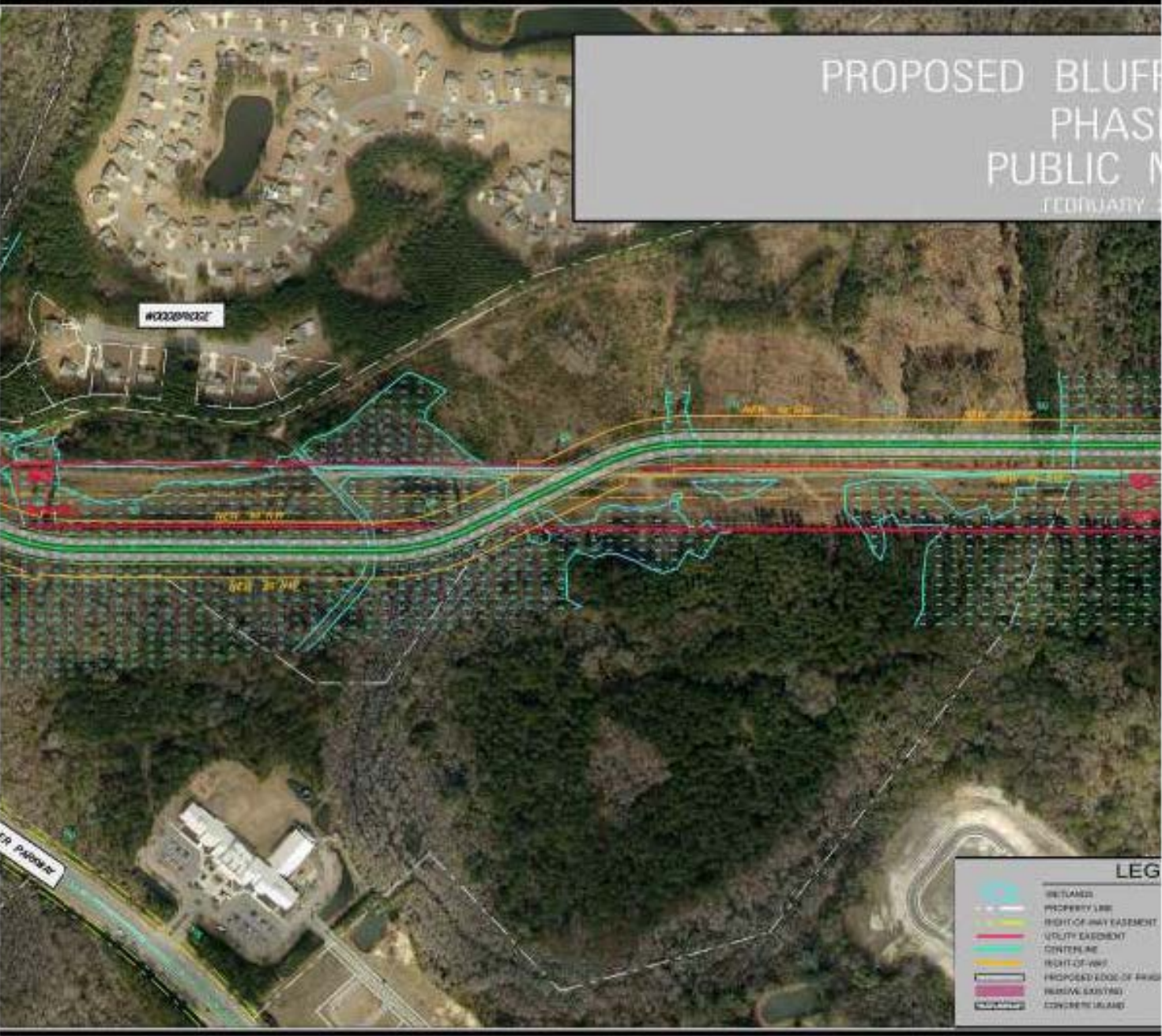
Bluffton Parkway Extension Phase 5B





PROPOSED BLUFF PHASE PUBLIC M

FEBRUARY



LEG	
	WETLANDS
	PROPERTY LINE
	RIGHT-OF-WAY EASEMENT
	UTILITY EASEMENT
	CENTERLINE
	RIGHT-OF-WAY
	PROPOSED EDGE OF ROAD
	REMOVE EXISTING
	CONCRETE ISLAND

STON PARKWAY E 5B MEETING

21, 2013





ROCK ISLAND ROAD

PROPOSED GOLF CART PATH

HILTON HEAD PHASE 3

TO HILTON HEAD ISLAND

PRELIMINARY
SUBJECT TO
CHANGE

LEGEND

- | | | | |
|--|---------------------------|--|-------------------------|
| | WETLANDS | | PROPOSED GRADE MEDIAN |
| | PROPERTY LINE | | SIDEWALK |
| | RIGHT OF WAY BARRIERS | | MULTI-USE PATH |
| | UTILITY BARRIERS | | MEASUREMENT |
| | CENTERLINE | | PROPOSED TRAFFIC SIGNAL |
| | RIGHT OF WAY | | |
| | PROPOSED EDGE OF PAVEMENT | | |
| | REMOVE EXISTING | | |
| | CONCRETE ISLAND | | |



Bluffton Parkway Extension Phase 5B

Beaufort County Public Facilities Committee

March 18, 2013

Potential Timeline

- Public Comment period ends March 8, 2013 for revised alignment public meeting
- Beaufort County Council approve revised alignment (plans submitted 2-25-13) – March 2013
- Submit Re-Evaluation of Environmental Assessment to SCDOT – April 2013
- Finalize and sign Right-of-Way Plans – April 2013
- Acquire Right-of-Way – May 2013 to January 2014
- Finalize Utility Coordination – May 2013 to November 2013
- Submit & Negotiate permits – July 2013 to July 2014
- Prepare Final Construction Plans – May 2013 to October 2013