

# COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-1000  
FAX: (843) 255-9401  
www.bcgov.net

D. PAUL SOMMERVILLE  
CHAIRMAN

STEWART H. RODMAN  
VICE CHAIRMAN

## COUNCIL MEMBERS

CYNTHIA M. BENSCH  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
WILLIAM L. MCBRIDE  
GERALD W. STEWART  
ROBERTS "TABOR" VAUX, JR  
LAURA L. VON HARTEN

GARY KUBIC  
COUNTY ADMINISTRATOR

BRYAN J. HILL  
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA PUBLIC FACILITIES COMMITTEE

Monday, October 21, 2013

4:00 p.m.

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

### Committee Members:

Gerald Dawson, Chairman  
Steve Fobes, 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. RESOLUTION FOR SAFETY ENHANCEMENTS IN THE WINDMILL HARBOUR, BLUE HERON AND JENKINS ISLAND AREA ([backup](#))  
([Windmill Harbour POA and Blue Heron POA exhibits](#))
3. AN ORDINANCE AUTHORIZING THE TRANSFER OF ANY COUNTY-OWNED INTEREST IN BOWLING LANE AND ANY ADJOINING OR CONNECTING EASEMENTS TO THE CITY OF BEAUFORT, SOUTH CAROLINA ([backup](#))
4. PALMETTO ELECTRIC COOPERATIVE UTILITY EASEMENT ON COUNTY PROPERTY ([backup](#))
5. PROPOSED POLICY FOR THE ACCEPTANCE OF PRIVATE ROADS (POLICY STATEMENT #17) ([backup](#))
6. CONSIDERATION OF CONTRACT AWARDS
  - A. Household Hazardous Waste Collection Services Contract Extension ([backup](#))
  - B. Ferguson Enterprises Contract Renewal for High Density Polyethylene Pipe (HDPE) with Stormwater Management ([backup](#))
7. DISCUSSION / INFORMATION ONLY
  - A. Change Order 10 - SC 170 Widening Construction / Beaufort County Sales Tax Project #3 ([backup](#))
  - B. Change Order 11 - SC 170 Widening Construction / Beaufort County Sales Tax Project #3 ([backup](#))
8. ADJOURNMENT



**A RESOLUTION CALLING FOR THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION TO  
CONSTRUCT US278 TRAFFIC SAFETY ENHANCEMENTS**

---

**BE IT RESOLVED**, by the County Council of Beaufort County (the "**County Council**"):

**WHEREAS**, in anticipation of the completion of the 2015 Bluffton Parkway Flyover Project connecting the Bluffton Parkway to US 278, the State of South Carolina Department of Transportation (SCDOT), Beaufort County, the Town of Hilton Head Island and the Jenkins Island communities have engaged in an extensive traffic safety review of impacts of this project upon the traffic movements in this area; and

**WHEREAS**, the results of the traffic safety assessment indicate the need for six (6) safety enhancements:

1. Close the existing Blue Heron/Mariner's Cove crossover.
2. Construct a west bound entrance and exit onto US278 near the Blue Heron Point.
3. Partially close the Windmill Harbour crossover to prevent westbound left turns when exiting the Windmill Harbour entrance.
4. Construct a controlled westbound left turn at the Windmill Harbour entrance.
5. Construct an eastbound acceleration lane at the front exit of Windmill Harbour.
6. Construct an eastbound acceleration/deceleration lane to the front entrance of Windmill Harbour; and

**WHEREAS**, Beaufort County and the Town of Hilton Head Island sought and received the approval from the Low Country Council of Governments to use one million, four hundred thousand dollars (\$1,400,000.00) of State Transportation Improvement Project funds for traffic safety enhancements for Windmill Harbour, Mariner's Cove, Blue Heron Point and Jenkins Island communities; and

**WHEREAS**, these traffic safety enhancements will also benefit commuters and visitors; and

**WHEREAS**, as a result of the construction and implementation of these safety enhancements, a signalized intersection at the US 278 Windmill Harbour entrance is no longer necessary and warranted;

**NOW THEREFORE BE IT RESOLVED**, by the County Council in a meeting duly assembled hereby proclaims following actions:

**SECTION 1.** The County Council encourages the South Carolina Department of Transportation to construct these traffic safety enhancements in conjunction with the completion of the Flyover Project to protect the communities of Windmill Harbour, Blue Heron Point, Mariner's Cove, and Jenkins Island.

**SECTION 2.** As a result of the construction and vehicular use of these traffic safety enhancements, a signalized at the US 278 Windmill Harbour entrance is no longer necessary and warranted.

Adopted this 28<sup>th</sup> day of October, 2013.



# JENKINS ISLAND FRONTAGE ROAD

## COMPROMISE PLAN TO PROVIDE MAJOR SAFETY IMPROVEMENTS TO JENKINS ISLAND RESIDENTS

OBJECTIVE: TO PROVIDE THE NECESSARY ROADWAY CHANGES TO US 278 ON JENKINS ISLAND THAT ALLOWS SAFER ACCESS AND EGRESS TO WINDMILL HARBOUR; MARINERS' COVE; AND BLUE HERON POINT RESIDENTS.

As a result of the construction of the new Flyover project connecting Bluffton Parkway to US 278 by late 2015, normal traffic breaks from existing traffic signals will no longer allow safe passage for the neighborhoods of Windmill Harbour; Mariners's Cove, and Blue Heron Point. A compromise plan can be implemented to ensure those neighborhoods have safer passage prior to the implementation of the new flyover. This plan can be paid for by existing STIP Fed funds, of \$1.4M held by the LCOG for the very purpose of improving road safety at the Windmill Harbour intersection.

### ELEMENTS OF THE PLAN

- 1.** Construct a new West bound intersection near Blue Heron Point Road that would provide access and egress from US 278 to these three neighborhoods. Dennis Corporation has provided a preliminary engineering report and drawing that indicates this effort can be accomplished and supports most SCDOT requirements. It provides satisfactory sight distances and right hand turns. It is believed by Dennis Corporation that only normal permitting would be required, since this project would be safely away from the nearby estuary.
- 2.** Utilize existing SCDOT land tracts to build this intersection.....this land should be available, or BE MADE available in case IT WAS designated for a future project, ie future bridge expansion.
- 3.** Close the existing Blue Heron Point/ Mariners' Cove intersection completely on US 278. Blue Heron Point and Mariners' Cove residents would not need this cut, since they would be provided (4) right hand turns in and out of their neighborhoods with the implementation of Element #1.
- 4.** Windmill Harbour would convert its back entrance that travels onto Blue Heron Point Road to an exit only option, allowing its residents a safe passage under the bridge to turn right on US 278 westbound. Windmill Harbour DOES NOT OWN THE LAND ON EITHER SIDE TO MAKE IT A TWO WAY GATE.
- 5.** Windmill Harbour would CONCEDE the need for a west bound turn at its intersection and any requirement for a new west bound acceleration lane. The need for this turn onto US 278 would be eliminated because of Element #4. This action would close ½ of the Windmill Harbour intersection, and its most dangerous turn. Windmill Harbour would still need the ability to turn into the front gate from the median of its plantation by virtue of the amount and type of traffic. Windmill Harbour has recently spent \$600K improving its front entrance, and believes this OPTION with its full visual view of oncoming traffic should not be an issue. This option was recently adopted by the SCDOT/Beaufort County for the West bound entrance to Plantation Business Park in Bluffton. Additionally, by eliminating the West

Bound turn out, there is no indecision by the motorist to proceed or not. Finally, Windmill Harbour strongly believes that if THIS intersection were to be completely closed, there would be political back lash from Blue Heron Point and Marina's Cove residents who would receive an additional 1000 cars/trucks a day on the Blue Heron Point road.

6. A new acceleration lane east bound from Windmill Harbour front entrance would be built to 1000 ft to comply with SCDOT standards as we have discussed in the past meetings. (Kubic letter of October 16, 2012 option 2.)

7. A new acceleration/deceleration lane(THIRD LANE) would be built from the end of Blue Heron Point Road, off US 278, all the way to the front entrance of Windmill Harbour. This would allow easier passage for all to more easily blend onto East bound traffic off of the bridge.

8. The Windmill Harbour median, which would only be open from one side, should be positioned more to the left with permanent barriers (curbing), and landscaping, and the removal of today's steel pole signs. This change would make dangerous U-turns nearly impossible. We have discussed this option in the past. (Kubic letter of October 16, 2012 option 1.)

9. The West bound flashing yellows lights would be removed from US 278 since there is no turning traffic from the Windmill Harbour intersection that has been closed under Element #5.

#### IMPORTANCE TO GET CLOSURE

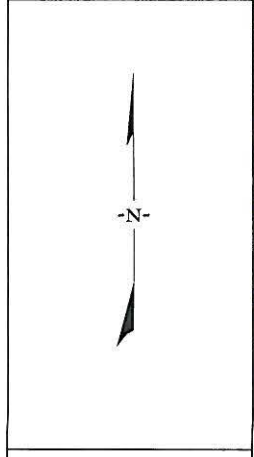
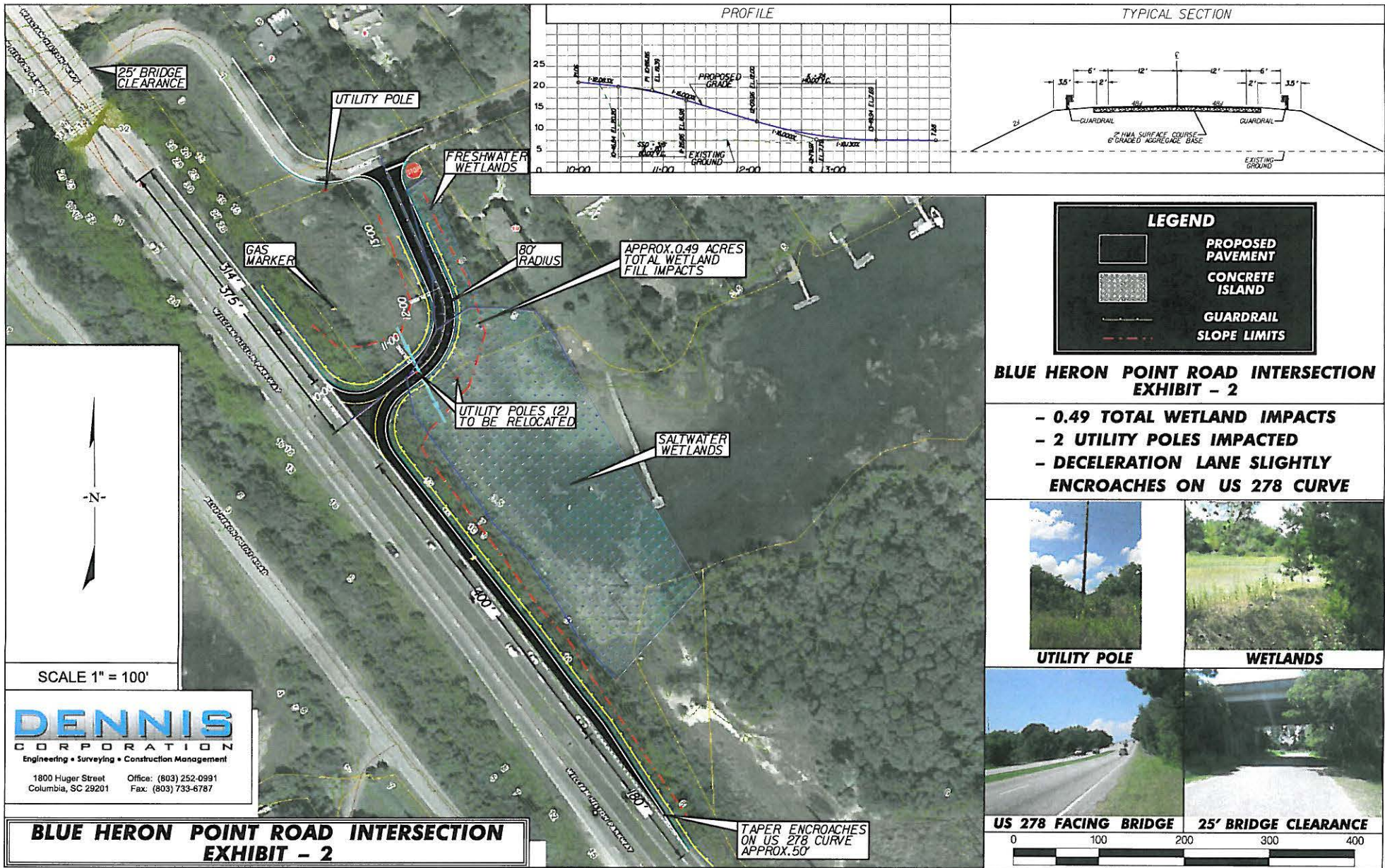
It is important that all know that we are experiencing at least one wreck a month at the Windmill Harbour and Blue Heron Pointe intersections. This would be exacerbated if changes were not to occur. A fatality would change the whole nature and mood of the residents, and a more drastic set of alternatives would be pressured for by neighborhood groups, including a traffic signal.

Finally, this plan gives the SCDOT an opportunity to close 1.5 cuts near the Graves Bridge....something I would think they would like to see happen as quickly as possible. Secondly, this plan gives Beaufort County an approach that would last for 15 years, or until a bridge expansion, or a third lane on Jenkins Island would be planned. We need to make this plan a reality and move to design stage. The plan is not perfect, and not all of the parties are going to be completely satisfied with the outcome. BUT, it has the right elements to make it work, and it provides enormous safety margin improvements to the traveling public of Jenkins Island, and the 60K motorists that use the bridges each day.

Ernie Lindblad, Windmill Harbour POA

August 2013

342-5238







SCALE 1" = 100'

**DENNIS**  
CORPORATION  
Engineering • Surveying • Construction Management

1800 Huger Street Office: (803) 252-0991  
Columbia, SC 29201 Fax: (803) 733-6787

**BLUE HERON POINT ROAD INTERSECTION  
EXHIBIT - 2**

**LEGEND**

-  PROPOSED PAVEMENT
-  CONCRETE ISLAND
-  GUARDRAIL
-  SLOPE LIMITS

**BLUE HERON POINT ROAD INTERSECTION  
EXHIBIT - 2**

- 0.49 TOTAL WETLAND IMPACTS
- 2 UTILITY POLES IMPACTED
- DECELERATION LANE SLIGHTLY ENCLOSES ON US 278 CURVE



**UTILITY POLE**



**WETLANDS**



**US 278 FACING BRIDGE**



**25' BRIDGE CLEARANCE**



TAPER ENCLOSES ON US 278 CURVE APPROX. 50'

DB 112, 293

The State of South Carolina,

KNOW ALL MEN BY THESE PRESENTS, That

Ribaut Road Improvement Co., A corporation by and under the Laws of the State of South Carolina,

In the State aforesaid, -----for and ----- in consideration of the sum of Seven Thousand Five Hundred and No/100 (\$7,500.00) ----- Dollars

to it in hand paid at and before the sealing of these presents, by Taddeo Construction and Leasing Corporation, A corporation by and under the laws of one of the States of the United States, (the receipt whereof is hereby acknowledged)

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said Taddeo Construction and Leasing Corporation, its successors and assigns:

All that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, State of South Carolina, being a part of what is known as the "Spanish Point Property" sometimes referred to as the "Fort Lytleton Property" being the Southern part of the Eastern half of Lot Thirteen (13) and the Southwestern corner of Lot Fourteen (14), Section 18, 1S1W, and being more particularly bounded and described as follows, to-wit:

Starting at a stone on the Southern line of said Lot #13, which stone is three hundred and thirty (330') feet East from the Southwestern corner of said Lot #13, thence extending North at right angles for a distance of one hundred (100') feet, thence extending East at right angles for a distance of three hundred seventy-one and nine-tenths (371.9') feet, more or less, to a concrete monument located on the Western side of the present right of way of South Carolina Highway #281, thence extending in a Southeasterly direction along the Western edge of the right of way of the present S. C. Highway #281 for a distance of One Hundred and three (103') feet, more or less, to the point where it intersects the Southern boundary of said Lot #14, Section 18, thence extending in a Westerly direction along the Southern boundary lines of said Lots #14 and #13 of said Section 18, for a distance of three hundred ninety-four (394') feet, more or less, to the point of beginning. The Northern and Southern boundary lines of the within property are parallel throughout, being One Hundred (100') feet distance between the said boundary lines. Bounded on the North by other property owned by Grantor herein, on the East by right of way of said S. C. Highway #281, on the South by property now or formerly owned by Coastal Security Corporation and previously owned by Thelma P. Thomas and Lucy Mitchell, and on the West by property formerly owned by Moria Green. This is the Southern part of the property conveyed by Thelma P. Thomas to Ribaut Road Improvement Co. by Deed dated June 28, 1956, and recorded in Deed Book 81, page 346, Office of the Clerk of Court for Beaufort County, South Carolina.

The within conveyance of the above described property is made and accepted by the purchasers herein subject to a \_\_\_\_\_ feet right of way over, on and across the Western portion of the above described property, being an Easement in writing given by Ribaut Road Improvement Co. to Beaufort County for the construction and maintenance of such roadway.

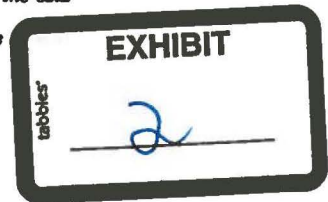
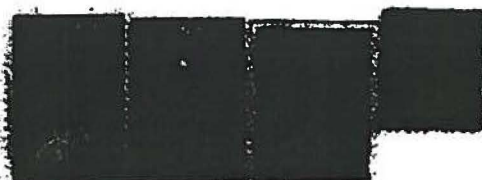
The grantee herein binds itself, its successors and assigns, to the following as an additional consideration for the purchase by it of the above described

property, to-wit:

- (a) That no building or permanent structure of any nature or kind will be constructed or placed upon the above described property which shall extend closer to or be within a distance of 175' of the Western right of way of S. C. Highway #281.
(b) That the above described property, nor will any improvements placed thereon, be used at any time for the maintenance or operation of a retail food store or grocery store.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Taddeo Construction and Leasing Corporation, its successors and Assigns



And the said Ribaut Road Improvement Co. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Taddeo Construction and Leasing Corporation, its successors Here and Assigns, against itself and its successors and all other persons lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF Ribaut Road Improvement Co. has caused these presents to be executed in its name by John M. Trask its President and by Calhoun Thomas its Secretary-Treasurer and its corporate seal to be hereto affixed this day of July in the year of our Lord one thousand nine hundred and sixty-two, and in the one hundred and eighty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of Ribaut Road Improvement Co. (Seal)

Eva C. Walker Witness John M. Trask President Calhoun Thomas Sec. & Treas. Serena H. Collins and Myrtle G. Epps Witness

NORTH The State of South Carolina, COUNTY OF NEW HANOVER

PERSONALLY appeared before me Eva C. Walker Ribaut Road Improvement Co. John M. Trask its President sign the within Deed, and

about the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Serena H. Collins witnessed the execution thereof.

Eva C. Walker (Witness)

SWORN to before me, this 10 day of July A. D. 19 62

Eva C. Walker (Seal) Notary Public, S.C. N. C.

My Commission expires 6-30-63 The State of South Carolina, COUNTY OF Beaufort

PERSONALLY appeared before me Marjorie T. Brown Ribaut Road Improvement Co. Calhoun Thomas its Secretary-Treasurer

attest the same, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Myrtle G. Epps witnessed the execution thereof.

Myrtle G. Epps (Witness)

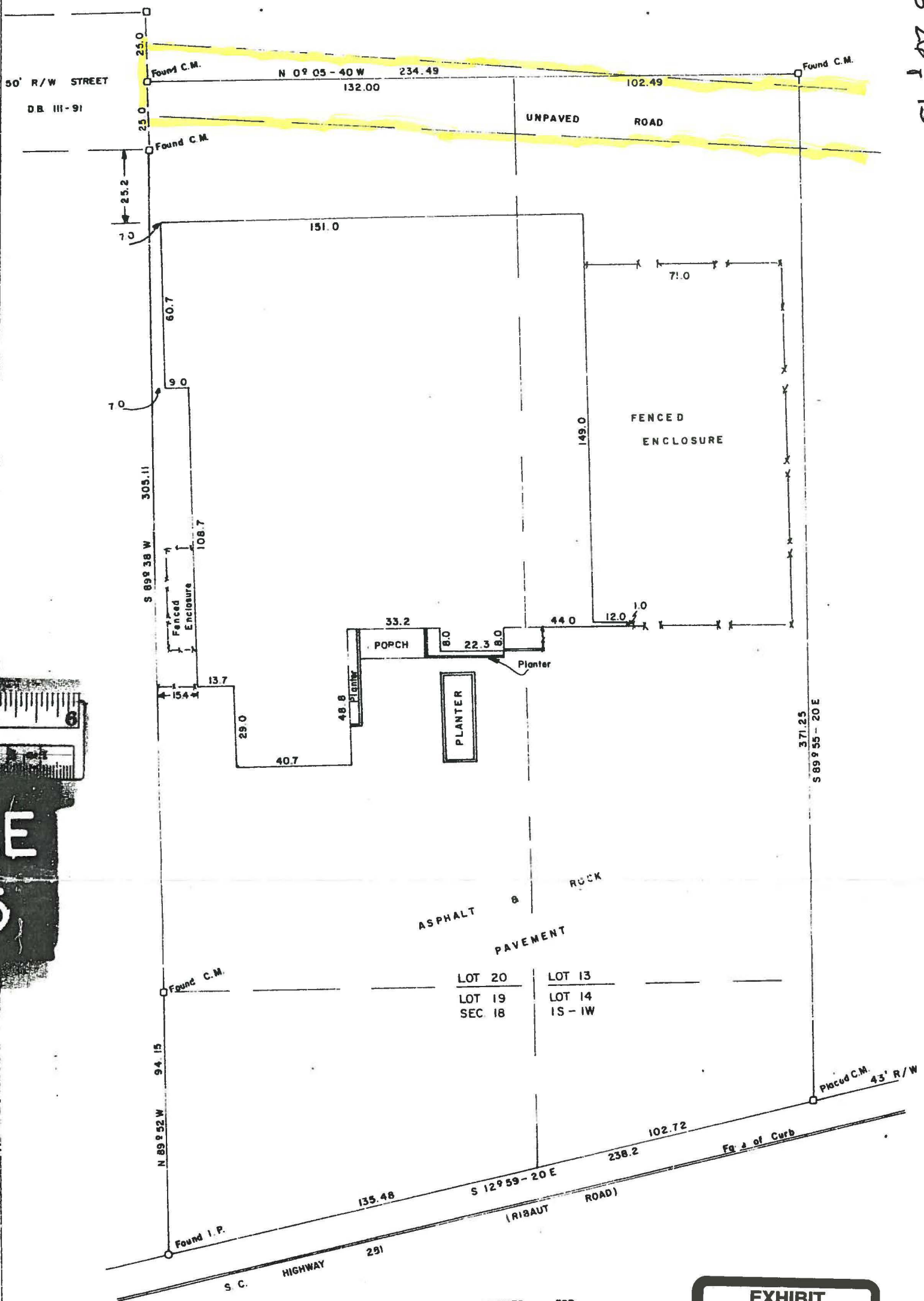
SWORN to before me, this 10th day of July A. D. 19 62

Myrtle G. Epps (Seal)





DB 210 1 75



PLAT PREPARED FOR  
**ALL AMERICAN**  
**BOWLING CORPORATION**  
 CITY OF BEAUFORT  
 BEAUFORT COUNTY SOUTH CAROLINA

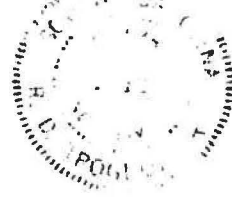
**EXHIBIT**  
 tabbies  
 1

THE SAME BEING THE SOUTHERN PART OF THE EASTERN HALF OF LOT 13 AND THE SOUTHWESTERN CORNER OF LOT 14 AND THE NORTHWESTERN CORNER OF LOT 19 AND THE NORTHERN PART OF THE EASTERN HALF OF LOT 20, SECTION 18, 1S-1W.

I HEREBY CERTIFY THAT THE MEASUREMENTS ON THIS PLAT ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD, MAP #05.

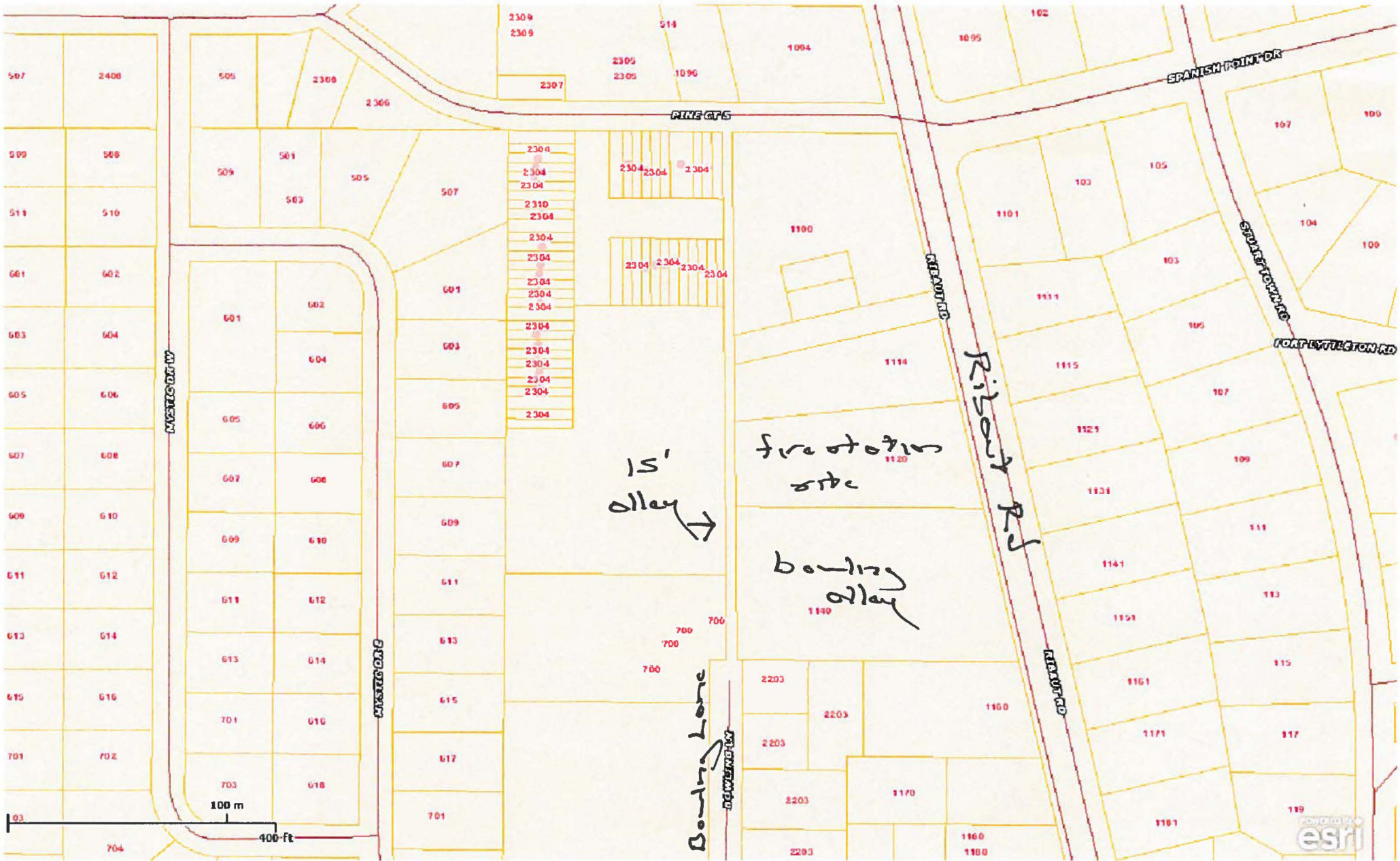
SCALE 1" = 30'  
 AUGUST 11, 1977



*R. D. Trogdon, Jr.*  
 R. D. TROGDON, JR.  
 R.L.S. 2712

FILE 75

# Alley Behind New Fire Station





COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
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  
Josh Gruber, Staff Attorney

FROM: Robert McFee, Director of Engineering and Infrastructure

SUBJ: **Palmetto Electric Cooperative Utility Easement on County Property**

DATE: October 15, 2013

**BACKGROUND.** Palmetto Electric Cooperative, Inc. has requested an easement across County-owned property located between US 278 and Fording Island Road Extension in unincorporated Bluffton. The property in question, R600 041 000 0300 0000, was purchased by the County pursuant to the right-of-way acquisition program for Bluffton Parkway Phase 5A. The easement is more particularly described as "being five (5') feet on either side of centerline of power line". It includes "the nonexclusive right to enter the County's property for the purpose of erecting, operating and maintaining overhead and/or underground electric and communications system".

**FOR ACTION,** Public Facilities Committee on October 21, 2013.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council granting of the above described easement to Palmetto Electric Cooperative.

JRMjr/EWK/cvs

Attachments: 1) Draft Copy of Easement  
2) Location Map

cc: Colin Kinton  
Bob Casavant

Easements/BP5A/PEC

R600 041 000 0300 0000

FORDING ISLAND RD EXT

US HWY 278 -- FORDING ISLAND RD  
TO HILTON HEAD ISLAND



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS** that the undersigned \_\_\_\_\_  
Beaufort County \_\_\_\_\_ hereinafter "**GRANTOR**"), for  
consideration of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby  
acknowledged, and in further consideration of the covenants and conditions expressed  
herein, do hereby grant bargain and sell and by these presents have granted, bargained  
and sold unto **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and  
Assigns (hereinafter "**GRANTEE**") the nonexclusive right to enter the following  
described lands for the purpose of erecting, operating and maintaining overhead and/or  
underground electric and communications systems.

**ALL** that certain piece, parcel or lot of land described and known as:

**Us Hwy 278 & Fording Island Road Extension for Bluffton Parkway Flyover near  
Convenience Store and Fruit Stand**

**R600 041 0000 0300 0000**

<b>NUMBER OF ACRES:</b>	<u>0.18</u>
<b>AREA OF COUNTY:</b>	<u>Southern</u>
<b>TOWN/TOWNSHIP:</b>	<u>Bluffton</u>
<b>PLANTATION/SUBDIVISION:</b>	<u>Buckingham Landing</u>
<b>LOCATION:</b>	_____
<b>LOT:</b>	_____
<b>PLAT REFERENCE:</b>	<b>Book:</b> <u>2870</u> <b>Page:</b> <u>341</u>
<b>OTHER:</b>	_____

Said easement being five (5') feet on either side of centerline of power line.

**TOGETHER** with all and singular, the Rights, Members, Hereditaments and  
Appurtenances to the said Premises belonging, or in any wise incident or  
appertaining. **TO HAVE AND TO HOLD**, all and singular, the said Premises before  
mentioned unto the **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors  
and Assigns forever.

**AND I (WE)** do hereby bind myself (ourselves) and my (our) Heirs and Assigns,  
Executors and Administrators, to warrant and forever defend, all and singular, the said

Premises unto the said **PALMETTO ELECTRIC COOPERATIVE, INC.**, its Successors and Assigns, against me (us) and my (our) Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The grant of this easement is subject to the following terms and conditions:

1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonable necessary for construction, reconstructing, operating and maintaining an overhead and/or underground electric or communications system.
2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
3. That **Grantor** hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of **Grantor**.
4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

**WITNESS** my (our) Hand(s) and Seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord Two Thousand Thirteen.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

\_\_\_\_\_  
(Witness #1 Signature)

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

\_\_\_\_\_  
(Witness #2 Signature)

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

\_\_\_\_\_  
(Grantor's Signature)

By: \_\_\_\_\_ (L.S.)  
(Print Grantor's Name)

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

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT        )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness and made oath that he/she saw the within named **Grantor** sign, seal, and as his/her act and deed, deliver the within written Easement, and that he/she with the other witness whose signature appears above witnessed the execution thereof.

\_\_\_\_\_  
(Witness #1 or #2)

**SWORN** to before me, this \_\_\_\_\_  
day of \_\_\_\_\_, A.D., 2013

\_\_\_\_\_ (SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
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  
Josh Gruber, Staff Attorney

FROM: Robert McFee, Director of Engineering and Infrastructure

SUBJ: **Proposed Policy for the Acceptance of Private Roads (PS-17)**

DATE: October 15, 2013

**BACKGROUND:** A draft version of PS-17, Policy for the Acceptance of Private Roads was presented to the Public Facilities Committee on September 25, 2012. The purpose of the policy was to clarify and refine private road acceptance procedures. As written, the proposed policy would have disqualified private roads with abutting "heirs properties". The Committee had reservations concerning this disqualifier, and voted to recommend that Council not approve the new policy. On October 8, 2012, the Council Chairman, without objection, referred this matter back to the Public Facilities Committee.

The language regarding "heirs properties" has been removed. The policy is once again being presented to the Committee for consideration.

**FOR ACTION:** Public Facilities Committee on October 21, 2013.

**RECOMMENDATION:** The Public Facilities Committee approve and recommend to County Council the Policy for the Acceptance of Private Roads (PS-17).

JRMjr/EWK/cvs

Attachments: 1) Draft of Proposed PS-17  
2) Public Facilities Committee Minutes 9-25-12  
3) County Council Minutes 10-8-12

cc: Eddie Bellamy, Director Public Works

ROW/PS-17



## **POLICY FOR THE ACCEPTANCE OF PRIVATE ROADS**

Policy Statement (PS-15) adopted by County Council on July 28, 2003, outlined the County's policy with regard to "...WORKING ON PRIVATE PROPERTY". As a related issue, PS-15 also outlines a general procedure for qualifying and accepting private roads into the County's road maintenance inventory.

The demand for private road acceptance has grown significantly since the adoption of PS-15. County Council recognizes the necessity of treating private road acceptance as a separate issue, and wishes to clarify and refine the acceptance procedure. The new policy set forth herein is intended to supersede only those portions of PS-15 that deal with the acceptance of private roads and the definitions of "private road" and "private driveway".

### Definitions:

1. Private road: a road, street or other vehicular pathway, paved or unpaved, that is owned and maintained by a non-governmental body (e.g., private individual or individuals), property owners association, developer, etc., and that has not been designated for public use
2. Private driveway: a vehicular pathway where ownership of the land abutting both sides of the pathway is the same
3. Dwelling unit: any residential unit including detached single-family dwellings, townhouse units, condominium units, individual apartments, and mobile homes; dwellings may be owner-occupied or rental units

### **Qualifying Requirements**

To be considered for acceptance, a private road must meet each of the four criteria listed below:

1. ...not be a "private driveway as defined above
2. ...be directly accessible by a State or County road
3. ...serve at least six (6) dwelling units
4. ...Property owners must submit a "Road Acceptance Application" as outlined below

### **Road Acceptance Application**

1. Submission of written application (petition): any property owner with land abutting a private road may request a "Road Acceptance Application" from the County Engineering Division
  - (a) Requests will be forwarded to the R/W Manager who will return an application form and a list of the names and mailing addresses of the abutting property owners

- (b) It will be the applicant's responsibility to have each and every owner sign the application and then return the completed document to the R/W Manager. One hundred per cent participation on the part of the property owners is required for acceptance consideration
  - (c) The R/W Manager will ensure that all necessary signatures have been obtained; he/she will notify the applicant of any deficiencies
2. The completed application indicates the property owners' willingness to
- (a) donate that amount of land needed to assemble a 50'-wide right-of-way (a lesser right-of-way may be considered if it can be demonstrated that it is not feasible to assemble a full 50' right-of-way)
  - (b) donate any existing or proposed drainage easements that the Public Works Dept. considers necessary for adequate drainage
  - (c) have the road designated for public use
3. The completed application also indicates the property owners' permission for County employees to enter their property, as necessary, for the purpose of inspecting the existing roadway, assessing drainage needs, and surveying the proposed 50' right-of-way.

### **Right-Of-Way Deeds**

When it is determined that an application has been properly executed, the R/W Manger will prepare the necessary right-of-way deeds. Each deed will reference the County's survey of the proposed 50' right-of-way. The deeds will be mailed to the property owner at the address used by the County Treasurer for property tax mailings. All deeds must be properly executed and returned to the R/W Manager.

### **Road Inspection**

R/W Manager will determine the length of the road and the number of discrete dwelling units served by the road. He/she will relay this information to the Public Works Director whose staff will conduct an inspection of the existing roadway for the purpose of assessing needed repairs, drainage adequacy, and the estimated cost of bringing the road up to acceptable condition. A summary of these findings, along with comments and recommendations, will be returned to the R/W Manager.

### **Public Facilities Committee Agenda Item**

The R/W Manager will prepare an agenda item summarizing all the data regarding the subject road. The agenda item will include the recommendations, if any, of the Engineering Division and Public Works Dept.

**Public Facilities Committee and County Council**

An affirmative vote by simple majority, first by the Public Facilities Committee and then by County Council, is required for road acceptance.

**NOW THEREFORE, BE IT RESOLVED**, the Beaufort County Council does approve the Policy for the Acceptance Private Roads.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COUNTY COUNCIL OF BEAUFORT COUNTY**

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

ATTEST:

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

## 6. New Policy Statement 17 – Policy for Acceptance of Private Road

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Policy Statement 15 adopted by County Council on July 28, 2003, outlined the County's policy with regard to "Working On Private Property". As a related issue, PS-15 also touches on a general procedure for qualifying and accepting private roads into the County's road maintenance inventory.

The demands on the County to accept private roads for maintenance purposes have grown, even as resources and funding have dwindled. County Council has to recognize the necessity of treating road acceptance as a separate issue, and wishes to clarify and refine the acceptance procedure. The new policy is intended to supersede only those portions of PS-15 that deal with the acceptance of private roads and the operational definitions of County road, public road, private roads and private driveway.

Mr. Dawson and Mr. McBride both had concerns regarding the qualifying requirements section in the policy, which states that for a road to be accepted, it must not contain heirs' property (ies). Since both Councilmen represent a large portion of residence in rural areas, the affects would have a tremendous impact on the citizens in their jurisdiction.

Mr. McBride stated that this policy is going in the opposite direction of the original proposal and is putting more restrictions on heirs' property owners.

**Motion:** It was moved by Mr. McBride, seconded by Mr. Dawson, that Public Facilities Committee recommend to Council denying the Policy for the Acceptance of Private Roads Statement 17. The vote was: YEAS - Mr. Dawson, Mr. Glaze and Mr. McBride. ABSENT – Mr. Flewelling and Mr. Stewart. ABSTAIN - Mr. Baer. The motion passed .

**Recommendation:** Council deny the Policy for the Acceptance of Private Roads Statement 17.

**NEW POLICY STATEMENT 17 – POLICY FOR ACCEPTANCE OF PRIVATE ROAD**

Without Council objection, the Chairman referred this matter back to the Public Facilities Committee.



COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT  
102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bea-co.net](mailto:dthomas@bea-co.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rldimont@bea-co.net](mailto:rldimont@bea-co.net) 843.255.2352 FAX: 843.255.9437

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

SUBJECT: RFP#1926/0091230 Household Hazardous Waste Collection Services Contract Extension

DATE: October 21, 2013

**BACKGROUND:** In February 2009, Beaufort County Solid Waste issued an RFP for Household Hazardous Waste (HHW) Services. The resulting contract was issued to CARE Environmental, Inc. for a period of one year, with four one year extensions. The contract provides two annual HHW collection events; one in Northern Beaufort County and one in Southern Beaufort County. In addition, Care Environmental collects paint dropped off at our Convenience Centers on an as-needed, on-call basis. The current contract expires February 28, 2014.

To facilitate collection events scheduled in March and in May staff recommends extension of the current contract with CARE Environmental until June 30, 2014. The firm has provided excellent service and agrees to the extension. Purchasing will issue a new RFP for this service and will establish July 1, 2014 the new contract effective date.

**FUNDING:**  
Account 1001340-51160, Professional Services

**PRIOR YEAR COST:**  
FY 2013 - \$73,779.45

Actual costs for 2014 will be dependent upon the amount of material received but are expected not to exceed \$80,000. Contract costs are based on unit pricing for each type of material.

**FOR ACTION:** Public Facilities Committee meeting occurring on October 21, 2013.

**RECOMMENDATION:** Recommend that the Public Facilities Committee approve and recommend to County Council to extend the contract with CARE Environmental, Inc. to June 30, 2014.

cc: Gary Kubic, County Administrator *GKubic*  
Bryan Hill, Deputy County Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Robert McFee, Division Director, Engineering and Infrastructure *RM*  
Eddie Bellamy, Public Works Director *EB*  
James S. Minor, Jr., Solid Waste Manager *JSM*  
Richard Dimont, Contracts Management *RD*

Attachment: Attachment (1) Letter from CARE Environmental dated October 15, 2013



# Care Environmental Corp. <sup>sm</sup>

October 15, 2013

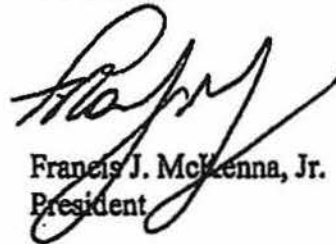
Beaufort County Solid Waste & Recycling  
Attn: Jim Minor  
120 Shanklin Road  
Beaufort, SC 29906

Dear Jim:

Care Environmental Corp. has mutual agree with Beaufort County to extend our contract with you until June 30, 2014.

If you have any questions please feel free to contact me @800-494-2273.

Thank you,



Francis J. McKenna, Jr.  
President

**Corporate Office**

10 Orben Drive  
Landing, New Jersey 07850  
973-398-5100 • Fax-973-361-6550  
Transportation  
EPA ID# NJR  
000032391

**Georgia Office**

714 Gil Harbin Industrial Blvd.  
Valdosta, GA 31601  
229-242-6565 • Fax-229-242-6590  
Processing & Storage  
EPA ID# GAR  
000056899

**Florida Office**

11108 Cherokee Drive  
St. Petersburg, Florida 33708  
727-392-6000 • Fax-727-392-6506

**Maryland Office**

3400-A Brown Station Road  
Upper Marlboro, Maryland 20774  
301-574-2277 • Fax-301-574-2652

**Virginia Office**

14811 Dunstons Road  
Manassas, VA 20112  
703-794-8221 • Fax-703-794-6522



COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**

102 Industrial Village Road, Bldg 3 Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L. Thomas, Purchasing Director  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net) 843.255.2353  
Richard Dimont, Contract Specialist  
[rdimont@bcgov.net](mailto:rdimont@bcgov.net) 843.255.2352 FAX: 843.255.9437

**TO:** Councilman Gerald Dawson, Chairman, Public Facilities Committee

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

**SUBJECT:** Ferguson Enterprises Contract for HDPE pipe with Stormwater Management

**DATE:** October 21, 2013

**BACKGROUND**

Ferguson Enterprises supplies High Density Polyethylene (HDPE) pipe for stormwater projects throughout the County. The current contract term expires November 30, 2013 and has two remaining terms available for renewal. The new term will be from December 1, 2013 to November 30, 2014. Annual cost for the contract varies from year to year depending upon capital improvement projects and there are no increases in contract prices.

**FUNDING**

Stormwater Management GL Acct: 50250011-52370 for FY 2014 \$38,000

**PRIOR YEARS COST**

FY2013 - \$11,588

FY2012 - \$46,119

FY2011 - \$56,759

**FOR ACTION**

Public Facilities Committee meeting October 21, 2013.

**RECOMMENDATION**

The Purchasing Department recommends that the Public Facilities Committee approves and renews this contract for another term.

cc: Gary Kubic, County Administrator *gh*  
Bryan Hill, Deputy Administrator *BH*  
Alicia Holland, Interim Chief Financial Officer *AH*  
Robert McFee, Director of Public Works *RM*  
Carolyn Wallace, Business Manager *CW*  
Richard Dimont, Contract Manager *RD*

Attachment: Bidding Results for IFB 1658 111122

2013-10-17 16:00:57

1/2

Ferguson Enterp CC Memo Oct2013 1.pdf (#6)

2013-10-18 11:19:34

1/2

Written-Pages-2013-10-17-16-00-58.pdf (#31)



**HDPE PIPE FOR BC PUBLIC WORKS**

**IFB #1658/111122**

*Opened November 8, 2010 at 3:00 p.m.*

	<b>Vendor</b>	<b>Location</b>	<b>Grand Total</b>
1	Ferguson Enterprises	Bluffton, South Carolina	\$ 144,230.43
2a	HD Supply Waterworks	Charleston, South Carolina	\$ 167,094.59
2b	HD Supply Waterworks	Charleston, South Carolina	\$ 167,784.74
3	Atlantic Supply & Equipment	Augusta, Georgia	\$ 171,972.46



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  
Bryan Hill, Deputy Administrator  
Alicia Holland, Interim Financial Officer  
Dave Thomas, Purchasing Director *DLT*

FROM: Robert McFee, Director of Engineering & Infrastructure *Robert McFee*

SUBJ: **Change Order # 10 for SC 170 Widening Construction  
Beaufort County Sales Tax Project #3**

DATE: October 16, 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. The original design was reviewed and approved by SCDOT.

Change Order #10 is for updated quantity adjustments requested by SCDOT for the 4 and 6 inch full depth asphalt pavement patching. Total value of Change Order #10 is \$186,390. This represents a contract increase of 1.3%. Patching was completed early in 2013.

This project is 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 grant funding up to \$24.9 million for this project. All construction costs to include change orders are reimbursable items by the SIB.

**FOR ACTION,** Information only item presentation to the Public Facilities Committee on October 21, 2013.

**RECOMMENDATION.** Change Order #10 is presented as any information only item. No formal action is required by either the Public Facilities Committee or County Council.

JRMjr/CK/mjh  
*CK*

Attachment: CO #10

Contract/STP03/PFCappCO10

Rpt-ID: RCOCORPT

SOUTH CAROLINA

220.50

Date: 09/04/2013

User: schwarcw

Department of Transportation

Page: 1 of 2

Change Order Report

Contract ID: LPA07.036938A

Change Order Nbr: 010 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustment for full depth patching (4" & 6")

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	0192	0001	4012040	SY	\$38.34	0	1100	3490.61	1100	This Chng: \$133,829.99	
Item Description FULL DEP.ASPH.PAV.PATCH-4"UNIF				CO Item Description Full Depth Patching-4" Uniform pn Existing Pavement				Prev Revised: \$42,174.00			
Supplemental Description1 Full Depth Patching - 4" Uniform on Existing Pavement								New Revised: \$176,003.99			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$176,003.99			
								Pct Change:			
036938MTO1	0194	0001	4012060	SY	\$45.98	0	309.894	1143.106	309.894	This Chng: \$52,560.01	
Item Description F.DEP.ASPH.PAV.PATCH-6" UNIF.				CO Item Description Full Depth Patching-6" Uniform pn Existing Pavement				Prev Revised: \$14,248.93			
Supplemental Description1 Full Depth Patching - 6" Uniform on Existing Pavement								New Revised: \$66,808.94			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$66,808.94			
								Pct Change:			
Total Value for Change Order 010						= \$186,390.00					

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for 4" and 6" Full Depth Patching to reflect the actual quantities required. This patching is required to repair deficiencies in the existing pavement until such time the section can be overlayed or removed as part of the project's final roadway cross section.

The total additional cost resulting from this change is \$186,390.00. This brings the contract total to date to \$15,540,610.13 which overruns the original contract by a cumulative percentage of 3.611%.

Recommended by: Alan M. Wertz date: 9/9/13

Accepted by: Colin Kinton date: \_\_\_\_\_

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/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:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  V.P.



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  
Bryan Hill, Deputy Administrator  
Alicia Holland, Interim Financial Officer  
Dave Thomas, Purchasing Director *DT*

FROM: Robert McFee, Director of Engineering & Infrastructure *Robert McFee*

SUBJ: **Change Order # 11 for SC 170 Widening Construction  
Beaufort County Sales Tax Project #3**

DATE: October 16, 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. The original design was reviewed and approved by SCDOT.

Change Order #11 is for updated quantity adjustments requested by SCDOT for temporary pavement markings. Total value of Change Order #11 is \$129,455. This represents a contract increase of .9%. The temporary pavement markings have been installed.

This project is 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 grant funding up to \$24.9 million for this project. All construction costs to include change orders are reimbursable items by the SIB.

**FOR ACTION.** Information only item presentation to the Public Facilities Committee on October 21, 2013.

**RECOMMENDATION.** Change Order #11 is presented as any information only item. No formal action is required by either the Public Facilities Committee or County Council.

JRMjr/CK/mjh

*CK*

Attachment: CO #11

Contract/STP03/PFCappCO11

Change Order Report

220.00

Contract ID: LPA07.036938A

Change Order Nbr: 011 Force Acct ID: 0

Change Order Type: Standard Change Order

CO Description: Quantity adjustments for temporary pavement markings

Zero Dollar Change Order: No

Project Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bld Qty	Prev Apprvd Qty	Curr CO Qty	Curr Apprvd Qty	Amount of Change	
036938MTO1	0320	0001	609105A	LF	\$0.28	500	500	25000	500	This Chng: \$7,000.00	
Item Description PVT.MRK(TEMP-PNT)4*WH.BROK.LNE				CO Item Description Cover overruns & anticipated additions				Prev Revised: \$140.00			
Supplemental Description1								New Revised: \$7,140.00			
Supplemental Description2								Bid Contract: \$140.00			
								Net Change: \$7,000.00			
								Pct Change: 5000.			
036938MTO1	0340	0001	609115A	LF	\$0.19	89000	89000	225000	89000	This Chng: \$42,750.00	
Item Description PVT.MRK(TEMP-PNT)4*WH.SOLID LN				CO Item Description Cover overruns & anticipated additions				Prev Revised: \$16,910.00			
Supplemental Description1								New Revised: \$59,660.00			
Supplemental Description2								Bid Contract: \$16,910.00			
								Net Change: \$42,750.00			
								Pct Change: 252.81			
036938MTO1	0350	0001	609115B	LF	\$0.18	85000	85000	325000	85000	This Chng: \$58,500.00	
Item Description PVT.MRK(TEMP-PNT)4*YEL.SLD.LN				CO Item Description Cover overruns & anticipated additions				Prev Revised: \$15,300.00			
Supplemental Description1								New Revised: \$73,800.00			
Supplemental Description2								Bid Contract: \$15,300.00			
								Net Change: \$58,500.00			
								Pct Change: 382.35			
036938MTO1	0351	0001	609130A	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50	
Item Description PVT.MRK(TEMP-PNT)12*WH.SLD.LN.				CO Item Description Cover overruns & anticipated additions				Prev Revised: \$0.00			
Supplemental Description1 Add 12" wht solid pavement markings								New Revised: \$1,237.50			
Supplemental Description2								Bid Contract: \$0.00			
								Net Change: \$1,237.50			
								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	0352	0001	609130B	LF	\$1.65	0	0	750	0	This Chng: \$1,237.50	
Item Description PVT.MRK(TEMP-PNT)12"YEL.SLD.LN				CO Item Description				Cover overruns & anticipated additions			
Supplemental Description1 Add 12" Yel. Solid traffic paint								Prev Revised: \$0.00			
Supplemental Description2								New Revised: \$1,237.50			
								Bid Contract: \$0.00			
								Net Change: \$1,237.50			
								Pct Change:			
036938MTO1	0353	0001	609135B	LF	\$3.12	0	0	2500	0	This Chng: \$7,800.00	
Item Description PVT.MRK(TEMP-PNT)24"YEL.SLD.LN				CO Item Description				Cover overruns & anticipated additions			
Supplemental Description1 Add 24" Yel. Solid traffic paint								Prev Revised: \$0.00			
Supplemental Description2								New Revised: \$7,800.00			
								Bid Contract: \$0.00			
								Net Change: \$7,800.00			
								Pct Change:			
036938MTO1	0360	0001	609135A	LF	\$3.12	370	370	3500	370	This Chng: \$10,920.00	
Item Description PVT.MRK(TEMP-PNT)24"WH.SLD.LN.				CO Item Description				Cover overruns & anticipated additions			
Supplemental Description1								Prev Revised: \$1,154.40			
Supplemental Description2								New Revised: \$12,074.40			
								Bid Contract: \$1,154.40			
								Net Change: \$10,920.00			
								Pct Change: 945.95			

Total Value for Change Order 011 = \$129,445.00

General or Standard Change Order Explanation

This change order is necessary to adjust the quantities for temporary pavement markings to cover current overruns and anticipated additional quantities required.

The total additional cost resulting from this change is \$129,445.00. This brings the contract total to date to \$15,670,055.13 which overruns the original contract by a cumulative percentage of 4.474%.

Recommended by: Alan M. Wertz date: 9/9/13

Accepted by: Colin Kinton date: \_\_\_\_\_

General or Standard Change Order Explanation

Pursuant to Section 104.05 of the Standard Specifications on the above referred to project, I/we (Prime Contractor), do hereby agree to the unit price stipulated above, for performing the work items listed, as part of my/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:

FIRM: CLELAND SITE PREP, INC.

Based upon quantities involved, field conditions

and type of construction, these prices are reasonable.

BY:  VP.