

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

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STEWART H. RODMAN
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX, JR.
LAURA L. VON HARTEN

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Steve Fobes, Vice Chairman
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Rick Caporale
Brian Flewelling
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Jerry Stewart

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, June 16, 2014

4:00 p.m.

Executive Conference Room, Administration Building
100 Ribaut Road, Beaufort

Staff Support:

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARD
 - A. Recyclables Collection and Processing Services for Beaufort County ([backup](#))
3. SCDOT OVERSIGHT SERVICES ON COUNTY SALES TAX PROJECTS ([backup](#))
4. UPDATE / NUISANCE ABATEMENT ACTION (10 CHESTERFIELD LAKE DRIVE)
5. AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO ([backup](#))
6. ADJOURNMENT

2014 Strategic Plan: Committee Assignments

Animal Services Facility: Evaluation and Direction
Bridge Replacement Plan and Funding Mechanism
County Information Technology Upgrade Plan
Countywide Telecommunications Infrastructure Master Plan: Development and Funding
Long Range Regional Transportation Model/Plan: Development
Pinckney Island: Plan and Funding
Transfer Station: Direction





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: RFP # 052914 Recyclables Collection and Processing Services for Beaufort County
DATE: June 16, 2014

BACKGROUND: Beaufort County issued a Request for Proposals (RFP) in April 2014 to vendors capable of providing recyclable collection and processing services. Beaufort County's current contract with Waste Management of South Carolina, Inc. (WM) expires July 31, 2014. The contract provides transportation service for recyclable materials collected from County Convenience Centers to the WM processing facility at the current rate of \$123.81 per pull. Recyclable materials from the centers and communities in the unincorporated areas of the County are then processed, baled, marketed and sold by WM. WM Charges \$24 per ton for processing the recyclable material and the County receives a credit of 50% from the sale of recyclables processed. On May 29, 2014 proposals were received from two firms: Republic Services and Waste Management. On June 4, 2014 the staff evaluation committee reviewed and ranked each proposal. Based on the committee's evaluations and recommendation, Waste Management of South Carolina, Inc. was ranked the number one firm.

VENDOR INFORMATION & RANKING:

ESTIMATED COST:

- | | |
|--|---------------|
| 1. Waste Management of SC, Inc., Ridgeland, SC | \$1,050,000* |
| 2. Republic Services, Beaufort, SC | \$1,431,000** |

*Waste Management proposed \$137 per pull and \$22 per ton to process material for an estimated \$350,000 cost per year times a three (3) year initial contract term for a total estimated cost of \$1,050,000.

**Republic Services proposed \$150 per pull and did not offer to process the material. The estimated annual cost per year is \$477,000 times a three (3) year initial contract term for a total estimated cost of \$1,431,000.

FUNDING: Fiscal Year 2015: Estimated \$350,000, Account 10001340-51167, Solid Waste & Recycling - Recycling Services

PRIOR YEAR COST: FY 2013 costs were \$270,699; FY14 year to date costs are \$257,842. Annual costs vary depending upon volume of material collected and number of pulls required. An additional charge is made per pull of each recycling container and a monthly lease charge for each container.

FOR ACTION: Public Facilities Committee meeting occurring on June 16, 2014.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council contract award of \$1,050,000 to Waste Management of South Carolina, Inc. for Recyclables Collection and Processing Services, effective August 1, 2014 for an initial three (3) year term ending July 31, 2017 with two (2) additional one (1) year contract renewal options for a potential five (5) year contract.

Cc: Gary Kubic, County Administrator *GKubic*
Bryan Hill, Deputy County Administrator *BH*
Alicia Holland, Chief Financial Officer *AH*
Robert McFee, Engineering and Infrastructure Director *RM*
Eddie Bellamy, Public Works Director *EB*
James S. Minor, Jr., Solid Waste Manager *JM*

Att: RFP# 052914, Attachment 1 - Evaluation Committee Scoring of Proposals

**RFP# 052914, Attachment 1
Evaluation Committee Scoring of Proposals
Recyclables Collection and Processing Services for
Beaufort County Public Works Department
Solid Waste and Recycling**

RFP# 052914 Evaluation Committee Scores		
	Waste Management	Republic Services
Duryea	92	67
Minor	85	55
Murphy	100	65
Clevinger	98	58
Total Score	375	245



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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GK*
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer *AH*

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

SUBJ: **SCDOT Oversight Services**

DATE: June 3, 2014

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

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

Invoice #	QA Period	Total
416384	3 rd -4 th Qtr FY 2013	\$34,757.31
416385	1 st -2 nd Qtr FY 2014	\$82,458.55

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

Acct# 33403-54500 (SC 170), with an available fund balance of \$373,698 at 6/9/14

Acct 47030011-54503 (Boundary Street), with an available fund balance of \$19,714,509 at 6/9/14

Acct 33401-54500 (Bluffton Pkwy Ph 5), with an available fund balance of \$3,423,663 at 6/9/14

FOR ACTION. Public Facilities Committee Meeting on June 16, 2014.

RECOMMENDATION: That the Public Facilities Committee approve for payment:

1. The SCDOT QA Services Invoice # 416384 totaling \$34,757.31
2. The payment for SCDOT QA Services Invoice #416385 totaling \$82,458.55

JRM/mjh

Attachments: 1) IGA 2) SCDOT Invoice #416384 & Invoice #416385



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

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

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	
	Invoice Amount.:	\$82,458.55
	Invoice Date:	1/30/2014
	Past Due After:	3/1/2014
	Damage Claim:	

DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS

Services or Goods Provided: WORK PERFORMED ACCOCIATED WITH THE BEAUFORT COUNTY SALES TAX PROGRAM FOR THE 1ST AND 2ND QUARTERS FOR FISCAL YEAR 2014

INVOICE	SUPPORTING SPREADSHEETS ATTACHED 1ST QUARTER - \$44,422.91 2ND QUARTER - \$38,035.64	82,458.55
	Total:	\$82,458.55

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

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1241 or (803) 737-0845.

Remit to:

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

Customer:

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



Invoice No.:	416385
Invoice Date:	1/30/2014
\$82,458.55	

PAYMENT

Total Expenditures

BEAUFORT COUNTY SALES TAX
FY2014

File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
07.36938A	SC 170 Widening	-	-	33,563.10	29,805.53	63,368.63	51,416.24	114,784.87
07.36939A	Boundary Street Improvements	-	-	55.31	6,625.77	6,681.08	13,137.02	19,818.10
07.36940A	Boundary Street Parallel Road	-	-	-	-	-	1,134.15	1,134.15
07.036941A	Ribaut Road Improvements	-	-	-	-	-	5,140.38	5,140.38
07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	423,797.48	423,797.48
07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	209,747.62	209,747.62
07.041794	Bluffton Parkway 5A (Seg 2)	-	-	4,417.23	7,991.61	12,408.84	3,036.43	15,445.27
		\$ -	\$ -	\$38,035.64	\$44,422.91	\$82,458.55	\$ 717,416.21	\$ 799,874.76

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

Invoice #
Payment Received

1st Quarter

File #	Project Name	July - September					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	821.10		936.57	18,296.00	9,751.86	\$ 29,805.53
07.36939A	Boundary Street Improvements					6,625.77	\$ 6,625.77
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.036942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	2,594.07				5,397.54	\$ 7,991.61
Total		\$ 3,415.17	\$ -	\$ 936.57	\$ 18,296.00	\$ 21,775.17	\$ 44,422.91
1st Quarter Grand Total							\$ 44,422.91

2nd Quarter

File #	Project Name	October - December					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 519.36		1,859.25	27,441.00	3,743.49	\$ 33,563.10
07.36939A	Boundary Street Improvements					55.31	\$ 55.31
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.36942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	\$ 943.41				3,473.82	\$ 4,417.23
	Total	\$ 1,462.77	\$ -	\$ 1,859.25	\$ 27,441.00	\$ 7,272.62	\$ 38,035.64
	2nd Quarter Grand Total						\$ 38,035.64

1st Quarter Expen

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 821.10
SC 170 Widening	Soil Boring	Testing Lab		\$ 8,418.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 9,880.00
SC 170 Widening	Engineering Inspection	HDR		\$ 428.87
SC 170 Widening	Engineering Inspection	HDR		\$ 508.90
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 808.29
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 110.18
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 365.19
SC 170 Widening	Pre Design Engineering	Labor	4.50	\$ 278.70
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 232.08
SC 170 Widening	Engineering Inspection	Labor	24.00	\$ 504.02
SC 170 Widening	Design-Bridge	Labor	1.50	\$ 111.88
SC 170 Widening	Pre Design Engineering	Labor	13.50	\$ 830.08
SC 170 Widening	Engineering Inspection	Labor	11.50	\$ 621.80
SC 170 Widening	Engineering Inspection	Labor	9.00	\$ 608.29
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 412.57
SC 170 Widening	Engineering Inspection	Labor	30.25	\$ 1,044.37
SC 170 Widening	Engineering Inspection	Labor	19.00	\$ 405.90
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 878.85
SC 170 Widening	Engineering Inspection	Labor	53.50	\$ 1,060.89
Project Total				\$29,805.53
Boundary Street Improver	Traffic Sign Plans	Labor	12.50	\$ 632.06
Boundary Street Improver	Traffic Sign Plans	Labor	1.00	\$ 57.19
Boundary Street Improver	Traffic Sign Plans	Labor	9.00	\$ 548.10
Boundary Street Improver	Traffic Sign Plans	Labor	2.00	\$ 137.27
Boundary Street Improver	Traffic Sign Plans	Labor	48.00	\$ 2,065.49
Boundary Street Improver	Design-Bridge	Labor	4.00	\$ 270.54
Boundary Street Improver	Design-Bridge	Labor	2.00	\$ 168.03
Boundary Street Improver	Eng Support RPG	Labor	24.50	\$ 1,345.28
Boundary Street Improver	Eng Support RPG	Labor	23.20	\$ 1,403.83
Project Total				\$ 6,625.77
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 953.25
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 1,840.82
Bluffton Parkway 5A (Seg 2)		Labor	16.50	\$ 966.93
Bluffton Parkway 5A (Seg 2)		Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	7.50	\$ 390.68
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	9.50	\$ 584.12
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	6.00	\$ 504.09
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	10.00	\$ 520.91
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 223.71
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	5.50	\$ 257.85
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	2.50	\$ 167.58
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	8.50	\$ 498.12
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.00	\$ 527.42
Bluffton Parkway 5A (Seg 2)	Design-Bridge	Labor	3.00	\$ 252.04
Project Total				\$ 7,991.61
Total 1st Quarter				\$ 44,422.91

2nd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 519.36
SC 170 Widening	Soil Boring	Testing Lab		\$ 27,441.00
SC 170 Widening	Engineering Inspection	FEE - HDR		\$ 1,859.25
SC 170 Widening	Engineering Inspection	Labor	3.50	\$ 210.27
SC 170 Widening	Engineering Inspection	Labor	14.50	\$ 871.13
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 240.31
SC 170 Widening	Engineering Inspection	Labor	7.50	\$ 386.78
SC 170 Widening	Engineering Inspection	Labor	11.00	\$ 660.85
SC 170 Widening	Engineering Inspection	Labor	4.50	\$ 212.73
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 540.70
SC 170 Widening	Engineering Inspection	Labor	2.00	\$ 113.45
SC 170 Widening	Pre Design Engineering	Labor	7.50	\$ 507.27
Project Total				\$33,563.10
Boundary Street Improvemen	Right of Way	Labor	1.00	\$ 55.31
Project Total				\$ 55.31
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 943.41
Bluffton Parkway 5A (Seg 2)	Construction of Roads	Labor	9.50	\$ 494.86
Bluffton Parkway 5A (Seg 2)	Design-Bridge		4.50	\$ 378.06
Bluffton Parkway 5A (Seg 2)	Geotechnical		9.00	\$ 576.49
Bluffton Parkway 5A (Seg 2)	Construction of Roads		10.00	\$ 520.90
Bluffton Parkway 5A (Seg 2)	Construction of Roads		7.00	\$ 364.64
Bluffton Parkway 5A (Seg 2)	Design-Bridge		2.00	\$ 149.14
Bluffton Parkway 5A (Seg 2)	Construction of Roads		5.50	\$ 286.50
Bluffton Parkway 5A (Seg 2)	Construction of Roads		12.00	\$ 703.23
Project Total				\$ 4,417.23
Total 2nd Quarter				\$ 38,035.64



INVOICE

FINANCE DIVISION

Post Office Box 191

Columbia, South Carolina 29202-191

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

CUSTOMER	J ROBERT MCFEE, PE BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice Amount.:	\$34,757.31
		Invoice Date:	1/30/2014
		Past Due After:	3/1/2014
		Damage Claim:	
DUE UPON RECEIPT - PAST DUE AFTER 30 DAYS			

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

INVOICE	3RD & 4TH QUARTERS FOR FISCAL YEAR 2013 (SEE SUPPORTING SPREADSHEET ATTACHED 3RD QUARTER - \$6,384.79 4TH QUARTER - \$28,372.52		34,757.31
		Total:	\$34,757.31

Detach and return this portion with your payment

To ensure proper credit to your account, please make check payable to "South Carolina Department of Transportation" and include Invoice Number on check. Visa & Master Card accepted, to make payment call (803) 737-1241 or (803) 737-0845.



South Carolina Department of Transportation

PAYMENT	Remit to: SC Dept. of Transportation Finance Office P O Box 191 Columbia, SC 29202-191	Customer: BEAUFORT CO ENGINEERING P O DRAWER 1228 BEAUFORT, SC 29901-1228	Invoice No.: 416384 Invoice Date: 1/30/2014
			\$34,757.31

File #	Project Name	January - March					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	230.25			591.00	5,563.54	\$ 6,384.79
07.36939A	Boundary Street Improvements						\$ -
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.36942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794							\$ -
	Total	\$ 230.25	\$ -	\$ -	\$ 591.00	\$ 5,563.54	\$ 6,384.79
	3rd Quarter Grand Total						\$ 6,384.79

BEAUFORT COUNTY SALES TAX
2013

File No.	Project Name	4QTR (4/1-6/30)	3QTR (1/1-3/31)	2QTR (10/1-12/31)	1QTR (7/1-9/30)	Total Current FY	Project To Date (Prior Years)	Project Total - LTD (PY + CY)
07.36936A	US 278 Improvements	-	-	-	-	-	9,942.75	9,942.75
07.36938A	SC 170 Widening <i>31,529.16</i>	25,144.37	6,384.79	1,478.87	-	33,008.03	18,408.21	51,416.24
07.36939A	Boundary Street Improvements	191.72	-	6,277.46	5,116.29	11,585.47	1,551.55	13,137.02
07.36940A	Boundary Street Parallel Road	-	-	432.92	66.60	499.52	634.63	1,134.15
07.036941A	Ribaut Road Improvements	-	-	-	-	-	5,140.38	5,140.38
07.036942A	SC 802 Widening (Seg. A)	-	-	-	-	-	423,797.48	423,797.48
07.036943A	Northern Beaufort Bypass	-	-	-	-	-	64.14	64.14
07.36944A	SC 802 Widening (Seg. B)	-	-	-	-	-	209,747.62	209,747.62
07.041794	Bluffton Parkway 5A (Seg 2)	3,036.43	-	-	-	3,036.43	-	3,036.43
		<u>\$28,372.52</u>	<u>\$ 6,384.79</u>	<u>\$ 8,189.25</u>	<u>\$ 5,182.89</u>	<u>\$48,129.45</u>	<u>\$ 669,286.76</u>	<u>\$ 717,416.21</u>

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

Invoice #
Payment Received

File #	Project Name	April - June					Total
		Equipment	Meals	Fee	Testing Lab	Labor	
07.36936A	US 278 Improvements						\$ -
07.36938A	SC 170 Widening	\$ 1,314.00		696.60	15,021.00	8,112.77	\$ 25,144.37
07.36939A	Boundary Street Improvements					191.72	\$ 191.72
07.036940A	Boundary Street Parallel Road						\$ -
07.36941A	Ribaut Road Improvements						\$ -
07.36942A	SC 802 Widening (Seg. A)						\$ -
07.036943A	Northern Beaufort Bypass						\$ -
07.36944A	SC 802 Widening (Seg. B)						\$ -
07.041794	Bluffton Parkway 5A (Seg 2)	\$ 916.35				2,120.08	\$ 3,036.43
Total		\$ 2,230.35	\$ -	\$ 696.60	\$ 15,021.00	\$ 10,424.57	\$ 28,372.52
4th Quarter Grand Total							<u>\$28,372.52</u>

3rd Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 104.25
SC 170 Widening	Engineering Inspection	EQUIPMENT MILEAGE		\$ 126.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 429.00
SC 170 Widening	Soil Boring	TESTING LAB		\$ 162.00
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	4.00	\$ 180.75
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 314.98
SC 170 Widening	Engineering Inspection	Labor	18.00	\$ 887.31
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 286.34
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.14
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 542.25
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 480.64
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 151.37
SC 170 Widening	Engineering Inspection	Labor	3.00	\$ 193.27
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93

Project Total \$ 6,384.79

Boundary Street Improvements

Project Total \$ -

Boundary Street Parallel Road

Project Total \$ -

Total 2nd Quarter 2013 \$ 6,384.79

4th Quarter Expend

Project	Activity Charged	Object	Time	Amount
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 399.00
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 131.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 176.25
SC 170 Widening	Engineering Inspection	Equipment Mileage		\$ 607.50
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,536.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 2,430.00
SC 170 Widening	Soil Boring	Testing Lab		\$ 6,055.00
SC 170 Widening	Engineering Inspection	HDR		\$ 696.60
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 386.56
SC 170 Widening	Engineering Inspection	Labor	13.00	\$ 704.93
SC 170 Widening	Engineering Inspection	Labor	6.00	\$ 476.67
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	23.00	\$ 1,133.80
SC 170 Widening	Engineering Inspection	Labor	5.50	\$ 436.95
SC 170 Widening	Engineering Inspection	Labor	8.50	\$ 486.78
SC 170 Widening	Engineering Inspection	Labor	16.50	\$ 813.38
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 458.15
SC 170 Widening	Engineering Inspection	Labor	8.00	\$ 394.36
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 298.70
SC 170 Widening	Engineering Inspection	Labor	10.00	\$ 572.68
SC 170 Widening	Engineering Inspection	Labor	5.00	\$ 322.13
SC 170 Widening	Pre Design Engineering	Labor	18.00	1,055.00
Project Total				\$25,144.37
Boundary Street Improvemen	Right of Way	Labor	1.50	\$ 71.89
Boundary Street Improvemen	Right of Way	Labor	2.50	\$ 119.83
Project Total				\$ 191.72
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Equipment Mileage		\$ 916.35
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 436.95
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	9.00	\$ 369.03
Bluffton Parkway 5A (Seg 2)	Engineering Inspection	Labor	5.50	\$ 216.26
Bluffton Parkway 5A (Seg 2)		Labor	13.00	\$ 645.51
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 213.24
Bluffton Parkway 5A (Seg 2)		Labor	3.00	\$ 167.58
Bluffton Parkway 5A (Seg 2)		Labor	1.00	\$ 71.51
Project Total				\$ 3,036.43
Total 2nd Quarter 2013				\$ 28,372.52

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

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

WITNESSETH THAT:

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

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

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

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

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

I. GENERAL RECITALS:

A. Purpose

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

B. Description of Work

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

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

C. Scope of Work

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

II. COMMUNICATIONS:

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

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

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

III. OBLIGATIONS OF DEPARTMENT:

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

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

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

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

IV. OBLIGATIONS OF THE COUNTY:

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

V. GENERAL PROVISIONS:

A. Conformance:

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

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

B. Planning Activities

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

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

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

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

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

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

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

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

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

C. Design Activities

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

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

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

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

D. Utility Activities

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

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

E. Right of Way Acquisition Activities

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

The County Shall for Federally Eligible Projects

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

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

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

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

The Department Shall for Federally Eligible Projects:

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

F. Construction Activities

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

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

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

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

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

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

B. Maintenance of Projects

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

C. Tie-in Agreements

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

D. Encroachment Rights

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

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

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

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

E. Close-out Documents

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

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

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

F. Certifications

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

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

G. Warranty

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

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

VII. Miscellaneous General Provisions:

A. Disputes

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

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

B. Successors/Assigns

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

C. Disadvantaged Business Enterprises

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

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

D. Enforceability

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

E. Amendment

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

F. Waiver

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

G. Governing Law

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

H. Severability

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

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

I. Captions

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

J. Notices

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

Notices to County:

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

Notices to Department:

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

K. Further Documents

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

L. Assignment

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

M. No Third-party Beneficiaries

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

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

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

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

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

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

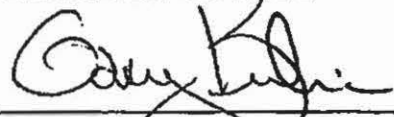
P. Reviews and Approvals

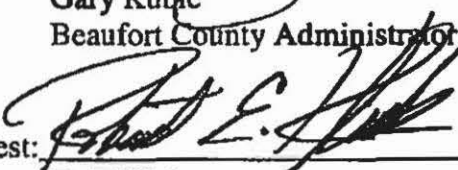
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

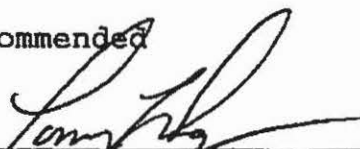
By: 
Gary Kubic
Beaufort County Administrator

Attest: 
Bob Klink
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

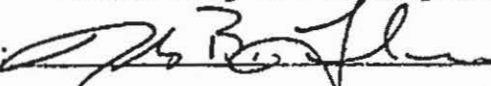
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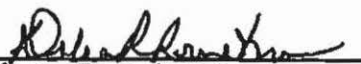
By: 
Tony V. Chapman
Deputy Secretary
for Engineering

Handwritten notes:
RIP
JMM
JVN

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

Print Title: Secretary of Transportation

Attest: 

By: 
Debra Rountree
Deputy Secretary for
Finance & Administration

Print Name: Douglas B. MacFarlane

Print Title: Director - Contract Services
& Special Projects

CERTIFICATION OF DEPARTMENT

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

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

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

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

3/14/08
(Date)


(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

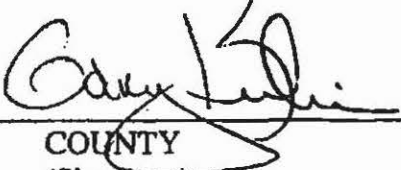
I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

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

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

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

2/29/08
(Date)



COUNTY
(Signature)


Certification for Grants, Loans, and Cooperative Agreements

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

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

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

2/29/08
(Date)



COUNTY
(Signature)

3-14-08
(Date)



DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

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

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

COUNTY: Gary Kylic

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

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

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


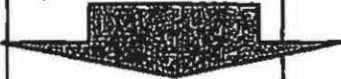
DEPARTMENT: 

Attachment "A"
Project List

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

Attachment "B"
Issue Escalation and Dispute Resolution Process

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

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

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

Ordinance No. _____

AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS
WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR
THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO.

WHEREAS, This ordinance is authorized pursuant to Section 31-15-310 *et seq.* of the *South Carolina Code of Laws* (1976), as amended; and

WHEREAS, there exists within the unincorporated areas of the County dwellings which are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light or sanitary facilities; extreme or structural deterioration so as to render the dwelling unsafe; or other conditions rendering such dwellings unsafe or unsanitary, dangerous, or detrimental to the health, safety or morals or welfare to the citizens of the County; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to amend the County Code to adopt a mechanism to address such conditions;

WHEREAS, Beaufort County Council desires to further amend said Ordinance to clarify certain provisions and to remove provisions relating to the regulation of unfit dwellings and unsafe buildings.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that the following regulations are hereby adopted

NOTE: Underlined and bold-face typed portions indicate additions to the County Code. ~~Stricken~~ portions indicate deletions to the County Code.

ARTICLE IV. UNSAFE BUILDINGS UNFIT DWELLINGS

Sec. ~~74-131~~. Authority.

Sec. 74-132. ~~Abatement generally~~. Definitions

Sec. 74-133. ~~Preliminary investigation~~. Unfit Dwellings, Generally

Sec. 74-134. ~~Content and delivery of notice~~. Powers & Duties

Sec. 74-135. ~~Delivery of notice confirmation~~. Investigation & Complaint

Sec. 74-136. ~~Standards for compliance~~. Order to Owner, Service of Notice, Complaint or Order and Owner's Answer

Sec. 74-137. ~~Owner's answer and response~~. Necessary Action by Owner.

Sec. 74-138. ~~Hearing~~. Failure to Comply.

Sec. 74-139. ~~Staying of notice under appeal~~. Appeal.

Sec. 74-140. ~~Procedure for hearing appeals~~. Extension of Time.

Sec. 74-141. ~~Decision procedure; board hearing~~. Recovery Costs.

Sec. 74-142. ~~Recourse~~. Powers of County to Declare Nuisance.

~~Sec. 74-143. Implementation. Sale of Materials of Removed or Demolished Dwelling.~~

~~Sec. 74-144. Extension of time. Article Provisions are Cumulative.~~

~~Sec. 74-145. Interference.~~

~~Sec. 74-146. Recovery of cost of repair or demolition.~~

~~Secs. 74-147—74-175. Reserved. Secs. 74-145 – 74-175. Reserved.~~

Sec. 74-131. Authority.

The provisions of this article are adopted pursuant to the authority conferred by S.C. Code 1976, § 31-15-310 et seq., as amended.

(Code 1982, § 5-61)

Sec. 74-132. Abatement generally. Definitions.

~~A building or structure that has been abandoned and is unfit for human habitation due to extreme deterioration of its structural members, which renders such members inadequate to support their own dead weight and other applied loads, or those that have sustained severe structural damage as a result of fire and constitute a hazard to safety or health are considered unsafe and shall be abated by repair or demolition.~~

~~*(Code 1982, § 5-62)*~~

For the purposes of this article:

- (1) “County” shall mean that area comprising the county other than municipalities;
- (2) “Public Officer” shall mean the office or officers who are authorized by ordinances adopted hereunder to exercise the powers prescribed by such ordinance;
- (3) “Owner” shall mean the holder of the title in fee simple and every mortgagee of record
- (4) “Parties of Interest” shall mean all individuals, association, corporation and others who have interests of record in dwelling and any who are in possession thereof; and
- (5) “Dwelling” shall mean any building or structure, or part thereof, used and occupied for human habitation or intended to be so used and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

(Code 1982, § 5-62)

Sec. 74-133. Preliminary investigation. Unfit Dwelling, Generally.

~~Whenever it appears to the building official, on his own motion, that any dwelling is unfit for human habitation, the building official shall conduct an inspection to determine if the building is unsafe. If this preliminary investigation discloses a basis for such charges, the building official shall issue and cause to be served upon the owner and all parties in interest in such building a complaint stating the charge in that respect.~~

Whenever the County Administrator or his designated representative(s) finds that there exist in the County, dwellings which are unfit for human habitation due to (a) dilapidation, (b) defects increasing the hazards of fire, accidents or other calamities, (c) lack of ventilation, light or sanitary facilities (d) extreme or structural deterioration so as to render dwelling unsafe or (e) other conditions rendering such dwellings unsafe or unsanitary, dangerous or detrimental to the health, safety or morals or otherwise inimical to the welfare of the residents of the county, the county may exercise its police powers to repair, close or demolish any such dwelling.

Sec. 74-134. ~~Content and delivery of notice.~~ Powers & Duties

~~The building official shall prepare and issue a notice of unsafe building directed to the owner of record of the building or structure. Complaints, notices or orders issued by the building official pursuant to this article shall be served upon persons either personally or by registered mail, but if the whereabouts of such person is unknown and cannot be ascertained by the building official in the exercise of reasonable diligence and the building official shall make an affidavit to that effect, the serving of such complaint upon or order upon such person may be made by publishing it once each week for two consecutive weeks in a newspaper printed and published in the county or, in the absence of such newspaper, in one printed and published in the municipality and circulating in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order and published in a newspaper of general circulation for two consecutive weeks. A copy of such complaint or order shall also be filed with the clerk of court of the county in which the dwelling is located, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law. The notice shall contain, but not be limited to, the following information:~~

(1)

~~The street address and legal description of the building, structure or premises.~~

(2)

~~A statement indicating the building or structure has been declared unsafe by the building official, and a detailed report documenting the conditions~~

~~determined to have rendered the building or structure unsafe under this article.~~

~~(3)~~

~~A statement advising the owner or other interested parties that a hearing will be conducted by the construction board of adjustments and appeals after 30 days but not more than 45 days from receipt of the complaint.~~

~~(4)~~

~~A statement advising that, if the required action as determined by the building official is not commenced within or completed by the time specified, the building will be ordered demolished and posted to prevent further occupancy until the work is completed, and the building official may cause the work to be done and all costs incurred charged against the property or the owner of record.~~

~~(5)~~

~~If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the building official further determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the Standard Building Code, in accordance with section 101.2.1.~~

~~(6)~~

~~If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the building official.~~

~~(7)~~

~~A statement advising that any person having any legal interest in the property may answer the notice by the building official to the construction board of adjustments and appeals and that such answer shall be in writing in the form specified and shall be filed with the building official within 30 days from the date of the notice and that failure to answer in that time may constitute a waiver of all rights to an administrative hearing.~~

~~(Code 1982, § 5-64)~~

The County Administrator or his designated representative(s) may exercise such powers and duties as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to others herein granted.

- (a) To investigate the dwelling conditions in the County in order to determine which dwellings therein are unfit for human habitation;

- (b) To administer oaths and affirmations, examine witnesses and receive evidence;
- (c) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (d) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of the ordinance; and
- (e) To delegate any of his functions and powers under this article to such officers and agents as he may choose.

Sec. 74-135. ~~Delivery of notice confirmation.~~ Investigation and Complaint

~~Proof of service of the notice required in section 74-134 shall be by written declaration indicating the date, time and manner in which service was made or properly notarized and signed by the person served by return receipt.~~

~~(Code 1982, § 5-65)~~

- (a) Whenever a complaint or petition is filed with the County Administrator or his designated representative(s), by at least five residents of the County, charging that any dwelling is unfit for human habitation or whenever it appears to the County Administrator or his designated representative(s), on his own motion, that any dwelling is unfit for human habitation, the County Administrator or his designated representative(s) shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and all parties of interest in such dwelling, a complaint or notice in letter form, stating the charges and that a hearing may be held before County Administrator or his designated representative(s), not less than ten (10) days nor more than thirty (30) calendar days after the service of such complaint or letter; that the owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint or a mutually agreed upon time as determined by the owner, all parties of interest and the County Administrator or his designated representative(s).
- (b) If, after such notice and hearing, the County Administrator or his designated representative(s) determines that the dwelling under consideration is unfit for human habitation, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order.

Sec. 74-136. Standards for compliance. Order to Owner, Service of Notice, Complaint, or Order and Owner's Answer

~~The following action shall be taken by the building official when ordering the repair or demolition of an unsafe building or structure. The building shall be ordered repaired in accordance with the Standard Building Code or demolished at the option of the owner.~~

~~(Code 1982, § 5-66)~~

(a) The order shall contain, but not be limited to, the following information:

- (1) The street address and legal description of the building, structure or premises.
- (2) A statement indicating the building or structure has been declared unfit by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure unfit under this article.
- (3) If the building or structure is to be demolished, the notice shall require that all required permits for demolition be secured and that the demolition be completed within such time as determined reasonable by the County Administrator or his designated representative(s).
- (4) If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the County Administrator or his designated representative(s) further determines.

(b) Notice, complaints or orders issued under this article shall be delivered to and/or served upon such persons either personally or by certified mail, return receipt requested, but if the whereabouts of such persons is unknown and cannot be ascertained by County Administrator or his designated representative(s) in the exercise of reasonable diligence, the County Administrator or his designated representative(s) shall make an affidavit to that effect and the serving of such complaint or order upon such persons may be made by publishing it once each week for two (2) consecutive weeks in a newspaper printed and published in the county. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of the complaint or order shall also be filed with the clerk of court of the county in with the dwelling is located and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

Sec. 74-137. ~~Owner's answer and response.~~ Necessary Action by Owner

~~Any person entitled to service in accordance with this article may answer any action of the building official under this article to the construction board of adjustments and appeals. Such answer must be filed in writing with the building official within 30 days from that date of service and must contain at least the following information:~~

- ~~(1) Identification of the building or structure concerned by street address or legal description.~~
- ~~(2) A statement identifying the legal interest of each appellant.~~
- ~~(3) A statement identifying the specific order or complaint section being answered.~~
- ~~(3) A statement detailing the issues on which the appellant desires to be heard.~~
- ~~(4) The legal signature of all owners or occupants and their official mailing addresses.~~

~~(Code 1982, § 5-67)~~

- (a) If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling ("reasonable cost" being not over fifty (50) percent of the fair market value of the dwelling), the owner shall be required, within the time specified in the order, to repair, alter or improve such dwelling to render it fit for human habitation or to vacate and close the dwelling as a human habitation; or
- (b) If the repair, alteration or improvement of the dwelling cannot not be made at a reasonable cost in relation to the value of the building ("reasonable cost" being not over 50 percent of fair market value), the owner shall be required, within the time specified in the order, to remove or demolish such dwelling.

Sec. 74-138. Hearing. ~~Failure to Comply~~

- (a)
Generally. ~~After receipt of an answer as provided in section 74-137, the construction board of adjustments and appeals shall conduct a hearing at the time and location fixed by the complaint and notice.~~
- (b)
Failure to appear. ~~Failure of any person to appear at the hearing set in accordance with this article shall constitute a waiver of his right to an administrative hearing on the notice.~~

(e)

~~Scope. The hearing shall offer the owner or occupant the opportunity to be heard on only those specific matters or issues raised by the owner or occupant. The owner or occupant may appear at the hearing in person or through his attorney or other designated representative.~~

~~(Code 1982, § 5-68)~~

- (a) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the County Administrator or his designated representative(s) may cause such dwelling to be repaired or to be vacated and closed. In addition, the County Administrator or his designated representative(s) may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."
- (b) If the owner fails to comply with an order to remove or demolish the dwelling, the County Administrator or his designee may cause such dwelling to be removed or demolished.

Sec. 74-139. ~~Staying of notice under appeal.~~ Appeal.

~~Any notice issued by the building official under this article shall be held in abeyance during the course of an appeal.~~

~~(Code 1982, § 5-69)~~

Any person affected by an order issued by the County Administrator or his designated representative(s) may, within sixty days after the posting and service of the order, petition the circuit court for an injunction, restraining the County Administrator or his designated representative(s) from carrying out the provisions of the order and the court may, upon such petition, issue a temporary injunction, restraining the County Administrator or his designated representative(s) pending the final disposition of the cause. Hearings shall be held by the court on such petitions within 20 days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings, the findings of the County Administrator or his designated representative(s) as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the County Administrator or his designated representative(s) shall be entitled to recover any damages for action taken pursuant to any order of the County Administrator or his designated

representative(s) or because of compliance by such person with any order of the County Administrator or his designated representative(s).

Sec. 74-140. Procedure for hearing appeals. Extension of Time.

- (a) ~~*Rules.* Hearings held pursuant to this article shall not be required to be conducted in accordance with the technical rules relating to evidence and testimony prevailing in courts of law or equity. The construction board of adjustments and appeals may grant continuances for good cause.~~
- (b) ~~*Oaths and affirmations.* In any proceedings under this article, any member of the board shall have the power to administer oaths and affirmations and to certify official acts.~~
- (c) ~~*Evidence.* Oral evidence shall be taken only on oath or affirmation. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or evidence over objection in civil courts.~~
- (d) ~~*Inspections.* The board may inspect any building, structure or premises involved in the hearing during the course of the hearing, provided the following are complied with:
 - (1) Notice of such inspection is given to the parties prior to making the inspection;
 - (2) The parties are allowed to be present during the inspection; and
 - (3) The inspector states for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.~~

~~(Code 1982, § 5-70)~~

The County Administrator or his designated representative(s) may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. All requests for extension of time must be in writing.

Sec. 74-141. Decision procedure; board hearing. Recovery of Costs.

~~When a case is heard before the construction board of adjustments and appeals itself, as provided in this article, any member who did not hear the evidence presented or who has not read the entire record of the proceeding shall not vote or take part in the decision.~~

~~(Code 1982, § 5-71)~~

The amount of the costs of such repairs, alterations or improvements or the removal or demolition by the county shall be a lien against the real property upon which such cost was incurred and shall be collectible in the same manner as county taxes.

Sec. 74-142. Recourse. Power of County to Declare Nuisance

~~If the owner or occupant is aggrieved by the decision of the construction board of adjustments and appeals made pursuant to this article, nothing in this section shall be construed to deprive him of seeking redress in civil or other applicable court. The appeal must be filed within 60 days from the effective date of the board's final decision.~~

(Code 1982, § 5-72)

Nothing in this article shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings, criminal proceedings or otherwise.

Sec. 74-143. Implementation. Sale of Materials of Removed or Demolished Dwelling.

(a)

~~*Failure to respond.* A person who, after the order of the building official or the decision of the construction board of adjustments and appeals becomes final under this article, fails or refuses to respond to the direction of such order shall be prosecuted to the extent provided for by law.~~

(b)

~~*Failure to commence work.* Whenever the required repair, vacation or demolition is not commenced within 90 days after the effective date of the board's order, the building structure or premises shall be posted as follows:~~

~~UNSAFE BUILDING
DO NOT OCCUPY~~

~~It shall be punishable by law to occupy this building or remove or deface this notice.~~

~~(Specify the applicable law and penalty for violation thereof)~~

~~Building Official
County of Beaufort~~

(c)

~~*Repair or demolition by county.* Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or, if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premises. The cost of repair or~~

~~demolition shall constitute a lien on the property and shall be collected in a manner provided by law.~~

(d)

~~Payment of monies. Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~

~~(Code 1982, § 5-73)~~

If a dwelling is removed or demolished by the County Administrator or his designated representative(s) he shall sell the materials of such dwelling and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the circuit court by the County Administrator or his designated representative(s) shall be secured in such manner as may be directed by such court and shall be disbursed by such court to the persons found to be entitled thereto by final order or decree of such court.

Sec. 74-144. Extension of time. Article Provisions are Cumulative.

~~The building official may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition pursuant to this article. If such requests for extensions of time, in total, exceed 120 days, they must also be approved by the construction board of adjustments and appeals which may act without further public hearing.~~

~~(Code 1982, § 5-74)~~

Nothing in this article shall be construed to abrogate or impair the powers of the courts or any department of any municipality in the County to enforce any provisions of its charter or its ordinance or regulations, or to prevent or punish violations thereof and the powers conferred by this article shall be in addition and supplemental to the powers conferred by any other law.

Sec. 74-145. Interference.

~~No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the construction board of adjustments and appeals made pursuant to this article. Any person found interfering or obstructing such actions shall be prosecuted to the extent provided for by law.~~

~~(Code 1982, § 5-75)~~

Sec. 74-146. Recovery of cost of repair or demolition.

~~Whenever a building or structure is repaired or demolished in accordance with this article and the cost of such repair or demolition is borne by the city, county or state, the governmental entity is empowered to use all legal methods to recover such expense from the responsible owner or occupant of such property.~~

(Code 1982, § 5-76)

Secs. 74-147—74-175. Reserved.

DONE, this _____ day of _____ 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading: