

**COUNTY COUNCIL OF BEAUFORT COUNTY**

ADMINISTRATION BUILDING

100 RIBAUT ROAD

POST OFFICE DRAWER 1228

BEAUFORT, SOUTH CAROLINA 29901-1228

TELEPHONE: (843) 255-1000

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www.bcgov.net

D. PAUL SOMMERVILLE  
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VICE CHAIRMAN**COUNCIL MEMBERS**CYNTHIA M. BENSCH  
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STEVEN G. FOBES  
WILLIAM L. MCBRIDE  
GERALD W. STEWART  
ROBERTS "TABOR" VAUX, JR.  
LAURA L. VON HARTEN**Committee Members:**Gerald Dawson, Chairman  
Steve Fobes, Vice Chairman  
Cynthia Bensch  
Rick Caporale  
Brian Flewelling  
William McBride  
Jerry StewartGARY KUBIC  
COUNTY ADMINISTRATORJOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSELSUZANNE M. RAINEY  
CLERK TO COUNCIL**AGENDA****PUBLIC FACILITIES COMMITTEE**

Monday, November 17, 2014

4:00 p.m.

Conference Room, Building 3

Beaufort Industrial Village

104 Industrial Village Road, Beaufort

**Staff Support:**

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARDS
  - A. Daufuskie Island Pier Rehabilitation Design Build Project ([backup](#))
  - B. Perryclear Bridge Repair/Replacement Design Build Project ([backup](#))
  - C. Beaufort County Myrtle Park Office Complex Renovations ([backup](#))
  - D. Wesley Felix Park Phase 1 Renovations for Playground Equipment ([backup](#))
  - E. Burton Wells Regional Park and Wesley Park Lighting Retrofit ([backup](#))
  - F. Change Order Request for Island West Median Modification ([backup](#))
3. DISCUSSION / FOREMAN HILL TRAFFIC CALMING STUDY ([backup](#))
4. DESIGN BUILD CONSTRUCTION AWARD FOR DIRT ROAD PAVING CONTRACT #49 ([backup](#))
  - A. Huspah Court North, Huspah Court South, Hobcaw Drive (County Council District #1)
  - B. Gator Lane, Turtle Lane (County Council District #2)
  - C. Major Road (County Council District #3)
5. ADMINISTRATION'S RECOMMENDATION FOR FUTURE USE OF THE FEDERAL COURTHOUSE (INFORMATION ONLY) ([backup](#))
6. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ([backup](#))
7. ADJOURNMENT

**2014 Strategic Plan: Committee Assignments**Animal Services Facility: Evaluation and Direction (*Goal Accomplished, June 2014*)  
Bridge Replacement Plan and Funding Mechanism (*Goal Accomplished, June 2014*)  
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  
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  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Robert McFee, County Engineer

SUBJ: **Daufuskie Island Pier Rehabilitation Design Build Project RFP#092514**

DATE: November 12, 2014

**BACKGROUND.** Beaufort County issued a Request for Proposals for qualified firms to design and provide rehabilitation improvements for the Daufuskie Island Pier. In 2013, an inspection of the pier was completed and a report was prepared which indicated that the pier was substandard and needed to be repaired very soon. The report found structural issue with the piling and cap connections. In the past, this site has served as the County ferry pier. Currently, it serves as a major transportation hub for island. It is the only County owned site capable of handling ferry service.

The following firm responded and provided a proposal for the project on September 25, 2014.

<u>PROPOSER</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Cape Romain Contractors, Inc.	Wando, SC	\$375,000

A selection committee consisting of the CIP Manager, Construction Manager, Public Works Director, Disaster Recovery Coordinator, Public Works Superintendent South and Public Works General Support Superintendent reviewed the proposal using established criteria focused on the "best value offered". Cape Romain Contractors was interviewed and on the basis of the qualification of the firm and value offered the selection committee recommends an award of a design/build contract to Cape Romain Contractors, Inc., in the amount \$375,000 to design and rehabilitate the Daufuskie Island Pier. The selection committee along with our Purchasing Director explored the possibility of value engineering and was not able to find any cost savings in the project. Several key factors such as having to barge all materials to the site, no shore side lay down area/storage, no vehicular access to the mainland, having to batch concrete on-site, and no accommodations for the workers contribute to the cost of the project. Staff is requesting a 10% contingency totaling \$37,500 for this project. The total project budget for design and rehabilitate is \$412,500.

**SMB OUTREACH PLAN.** This solicitation sought proposals only and did not require proposers to seek quotes from potential local small and minority subcontractor; however, proposers were required to describe a "small and minority business outreach plan" for the construction phase of the project unless self-performing all work. The County's Compliance Officer reviewed the sole proposal received from Cape Romain Contractors, Inc., and determined the proposer intends to self-perform all work for this project.

**FUNDING.** It is recommended that funding for this project be approved from the County's Local Accommodations Tax with an available fund balance of \$2,558,120.

**ACTION.** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to Cape Romain Contractors, Inc., to design and rehabilitate the Daufuskie Island Pier for a total contract amount of \$375,000. Additionally, approve and recommend to County Council a project design and rehabilitation budget of \$412,500 funded from the County's Local Accommodations Tax.

Attachments: 1) Location Map 2) Local Accommodations Tax Fund Balance Report

**Beaufort County**  
**Local Accomodations Tax**  
**September 30, 2014 (Follows Ordinance 2009/15) - Preliminary and Unaudited**

Description	Operations	County-Wide Advertising	Tourism Infrastructure	River/Beach Access	Reserve Fund	Total
<b>Beginning Fund Balance</b>	\$ 116,517	\$ -	\$ 1,202,179	\$ 478,540	\$ 763,269	\$ 2,560,505
<b>Revenues</b>						
Local Accomodations Tax Fund Revenues & Interest	36,806	350,000	43,958	14,653	14,653	460,070
<b>Expenditures</b>						
Personnel	(11,573)	-	-	-	-	(11,573)
Purchased Services	(2,279)	-	-	-	-	(2,279)
Supplies	(29)	-	-	-	-	(29)
	<u>(13,881)</u>	-	-	-	-	<u>(13,881)</u>
<b>Subsidies to Others</b>						
County-Wide Advertising						
Beaufort County Black Chamber of Commerce	-	(50,000)	-	-	-	(50,000)
Beaufort Regional Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
Hilton Head Island-Bluffton Chamber of Commerce	-	(150,000)	-	-	-	(150,000)
	-	<u>(350,000)</u>	-	-	-	<u>(350,000)</u>
Tourism Infrastructure						
Santa Elena Project Foundation	-	-	(75,000)	-	-	(75,000)
	-	-	<u>(75,000)</u>	-	-	<u>(75,000)</u>
River/Beach Access						
South Carolina State Park Service	-	-	-	(23,574)	-	(23,574)
	-	-	-	<u>(23,574)</u>	-	<u>(23,574)</u>
<b>Total Revenues</b>	36,806	350,000	43,958	14,653	14,653	460,070
<b>Total Expenditures</b>	<u>(13,881)</u>	<u>(350,000)</u>	<u>(75,000)</u>	<u>(23,574)</u>	-	<u>(462,455)</u>
<b>Net Revenues (Expenditures)</b>	22,925	-	(31,042)	(8,921)	14,653	(2,385)
<b>Ending Fund Balance</b>	\$ 139,442	\$ -	\$ 1,171,137	\$ 469,619	\$ 777,922	\$ 2,558,120

Images courtesy of:  
Microsoft® Virtual Earth™ 2006  
Flight Date: Spring of 2007







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Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Robert McFee, County Engineer

SUBJ: **Perryclear Bridge Repair/Replacement Design Build Project RFP#080714**

DATE: October 29, 2014

**BACKGROUND.** Beaufort County issued a Request for Proposals for qualified firms to design and build a replacement bridge over Mulligan Creek to serve Perryclear Community in the Grays Hill area adjacent to the Marine Corps Air Station. The bridge was originally constructed in 1965 and the timber piles have been repaired/replaced on two occasions. The annual SCDOT inspection report from August 2013 recommended a second reduction of the load capacity for the bridge. The maximum load it can safely handle is 10 tons which is less than a modern fire truck.

The following 5 firms responded and provided a proposal for the project on September 24, 2014.

<u>PROPOSER</u>	<u>LOCATION</u>	<u>PROPOSAL AMOUNT for VOIDED BOX STANDARD BRIDGE</u>
Cape Romain Contractors, Inc.	Wando, SC	\$1,510,000
Carolina Bridge Co, Inc.	Orangeburg, SC	\$1,578,733
O'Quinn Marine	Beaufort, SC	\$811,250
TIC Marine & Heavy Civil	Savannah, GA	\$1,589,030
United Infrastructure Group	Great Falls, SC	\$1,080,000

\*A sixth firm, Republic Contracting Corp, submitted a proposal but it did not include the voided box standard bridge.

A selection committee consisting of the CIP Manager, Construction Manager, Publics Work Director, Disaster Recovery Coordinator, Public Works Superintendent North and Public Works General Support Superintendent reviewed the proposals using established criteria focused on the "best value offered". Firms were interviewed by the selection committee. As a result of the interviews, United Infrastructure Group was selected as the proposer providing the best solution and value for the design and replacement of the Perryclear Bridge. The selection committee along with Purchasing Director further negotiated with United Infrastructure Group, resulting in six value engineering items reducing the contract price by \$173,000. See Attachment #1.

**SMB OUTREACH PLAN.** This solicitation sought proposals only and did not require proposers to seek quotes from potential local small and minority subcontractor; however, proposers were required to describe a "small and minority business outreach plan" for the construction phase of the project unless self-performing all work. The County's Compliance Officer reviewed the proposals and determined that the successful proposer, United Infrastructure Group provided a sound SMB outreach plan for delivery of the project. Regarding the others proposers, Cape Romain Contractors, Carolina Bridge Company, Republic Contracting Corporation, and TIC Marine provided a SMB outreach plan. O'Quinn Marine Construction provided a notarized self-performance affidavit.

On the basis of the qualification of the firm and the value offered, the selection committee recommends award of a design/build contract to United Infrastructure Group in the amount of \$907,000 for the Perryclear Bridge Repair/Replacement. Staff is requesting a 10% contingency totaling \$90,700 for the project. The total project budget for design and repair/replacement construction is \$997,700.

**FUNDING.** The project would be funded by the 2015 CIP Program - Perryclear/MCAS Bridge Replacement Acct #40090011-54432 with a balance of \$1,000,000.

**ACTION.** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to United Infrastructure Group to design and replace the Perryclear Bridge for a total contract amount of \$907,000. Additionally, approve and recommend to County Council a project design and construction budget of \$997,700 funded from the 2015 CIP Program.

JRM/DC/mjh

Attachments: 1) United 11/7/14 ltr for Value Engineering Items  
2) Location Map

rfp/PerryClearBridge/pfcapp



November 7, 2014

Purchasing Director's Office  
Beaufort County Administration Building  
106 Industrial Village Road, Building #2  
Beaufort, SC 29906

RE: RFP #080714 – Design Build Repair/Replacement of Perryclear Bridge in Beaufort County, SC


Dear Sir/Madam,

Thank you for your recent selection of United Infrastructure Group for the referenced project and award of the contract pending final council approval. We look forward to working with you and are eager to begin work on the project. Pursuant to the conditions of the original Price Proposal and Certifications and our subsequent conversations, we realize there are project budget constraints and offer the following table of cost reduction measures for your consideration:

Description	Value
Beaufort County retain and repurpose existing bridge timber piles, concrete caps, and concrete deck panels.	\$5,000
Beaufort County eliminate requirement for hydraulic analysis since new bridge eliminates 7 bents in the waterway.	\$10,000
Allow the bridge low chord elevation to be lowered approx. 15" such that the new finish grade is approx. 1.5" above existing finish grade.	\$10,000
Provide advanced contract payments with initial 50% paid by 12/31/14, 25% at 50% completion, and 25% at 100% completion.	\$15,000
Beaufort County remove and relocate the existing waterline prior to the beginning of roadway and/or bridge construction.	\$33,000
Eliminate temporary detour bridge by shifting roadway alignment approx. 5', using existing bridge for detour, and building new bridge in 2 phases.	\$100,000
<b>Total</b>	<b>\$173,000</b>

If the above cost reduction items are approved, UIG will complete the project for a lump sum amount of \$907,000 and will work with Beaufort County to explore further cost reduction opportunities. If you have any questions or need additional information, please contact me at [jet@uig.net](mailto:jet@uig.net) or 803-513-1900.

Regards,  
United Infrastructure Group, Inc.

  
James E. Triplett, PE  
President



# Beaufort County Perryclear Bridge Replacement 2014

Perryclear Bridge

3400 FT from Bridge to Laydown Area

Laydown Area

GATE RD

PHANTOM RD RC West Road E.

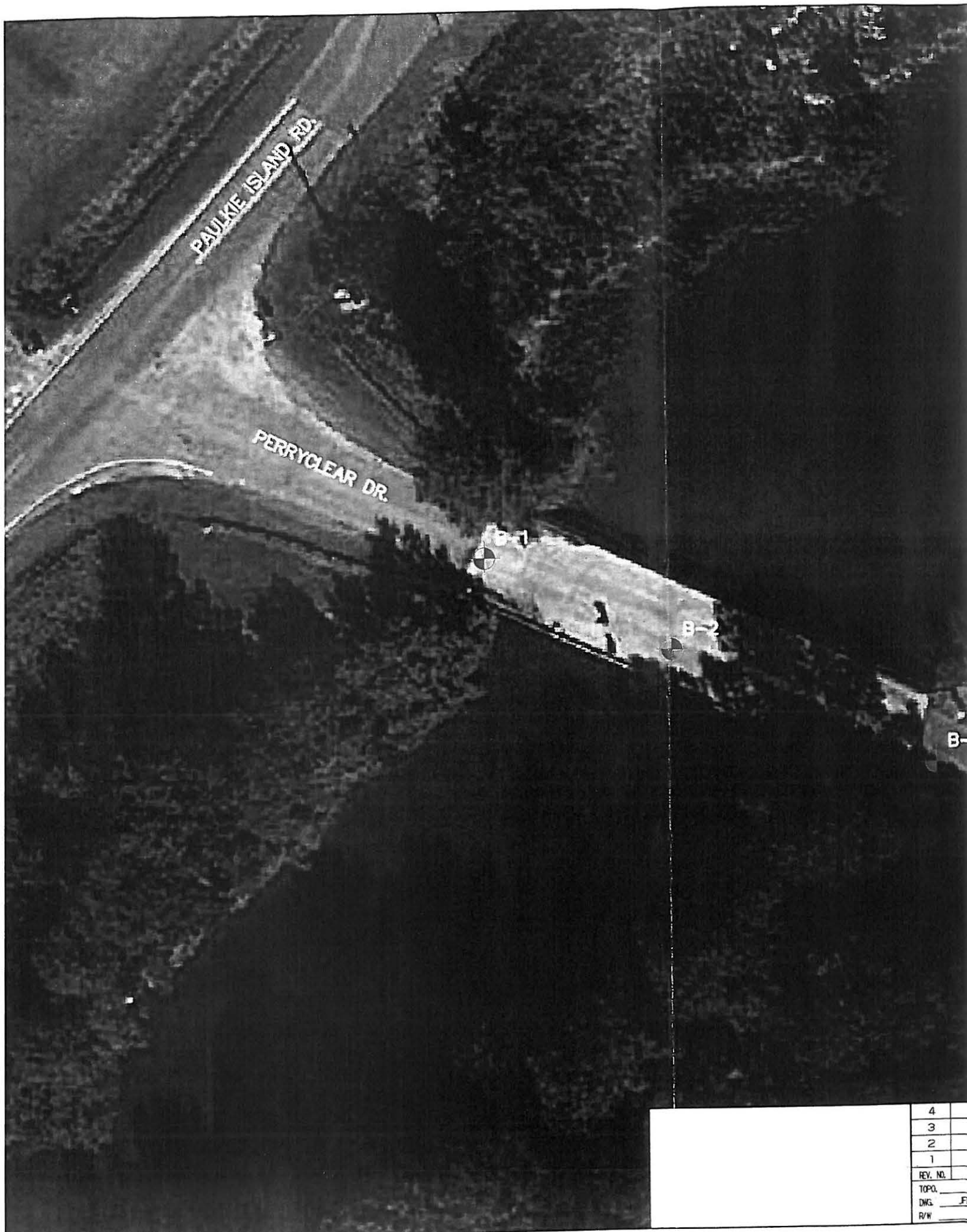


- Legend**
- Road Centerline
  - Airfield
  - ▭ DOD Boundary



1 inch = 500 feet

FOR OFFICIAL USE ONLY



PAULKE ISLAND RD

PERRYCLEAR DR.

B-1

B-2

B-

4	
3	
2	
1	
REV. NO.	
TOPO.	
DWG.	FH
R/W	



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TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Robert McFee, County Engineer

SUBJ: **CONTRACT AWARD FOR BEAUFORT COUNTY MYRTLE PARK OFFICE COMPLEX  
RENOVATIONS IFB #102314E**

DATE: November 12, 2014

**BACKGROUND.** On November 6, 2014, Beaufort County received bids from four construction companies for renovations and improvements at the Myrtle Park Office Complex. The scope of the improvements include interior renovations to the 3<sup>rd</sup> floor creating a one stop shop, second floor office renovations, replacing the glazing in the exterior door units, paving the parking areas, and stripping the parking lot.

Listed below are the total bids received from the four contractors.

<u>Contractors</u>	<u>Total Bid</u>
Collins Construction, Inc., Thunderbolt, GA	\$362,562
Hutter Construction Corporation, Beaufort, SC	\$420,000
Fraser Construction Company, Bluffton, SC	\$488,805
Patterson Construction Company, Beaufort, SC	\$503,990

Collins Construction Inc., bid submittal is considered non-responsive due to errors in their documentation of outreach and proposed utilization plan for SMBE's. Attachment #2 is the SMB Bid Review completed by the County's Compliance Officer. Additionally, we received a request from Collins Construction to withdraw their bid because they had omitted/overlooked two allowances in the bid totaling \$50,000.

An analysis of Hutter's bid prices revealed no apparent cause for rejecting their bid. Therefore, Hutter Construction Corporation is the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Participation Ordinance.

Through state contract, we received a quote from FSI Office Furniture in the amount of \$47,459.05 for office furniture and fixtures to support the one stop shop. Additionally through state contract vendor Encore, the County's MIS Department with a budget of \$240,000 will provide digital security, cameras, switches, network gear and servers to outfit the project. Staff is requesting a 10% project contingency of \$70,000. Total project budget is \$777,459.

**FUNDING.** 2005 CIP Program - Southern County Office Space Improvements Acct # 40040011-54420 with a balance of \$84,691  
2013 CIP Program - Southern County Office Space Acct #40080011-54420 with a balance of \$693,408

**ACTION.** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council a contract award to Hutter Construction Corporation in the amount of \$420,000 for renovations to the Myrtle Park office complex, an award to FSI office furniture for \$47,459.05 for office furniture and fixtures, approval of a \$240,000 budget for MIS to utilized through State Contract for security and IT needs at Myrtle Park office complex, and a 10% project contingency of \$70,000. Grand total for project funding is \$777,459 from the funding sources listed above.

Attachments: 1) Bid Certification 2) SMBE Documents 3) FSI Office Furniture Quote 4) Floor Plan

**PRELIMINARY BID TABULATION**

PURCHASING DEPARTMENT



Project Name:	Myrtle Park Office Complex Renovations
Project Number:	IFB # 102314E
Project Budget:	
Bid Opening Date:	November 6, 2014
Time:	3:00 PM
Location:	Building #2 102 Industrial Village Rd, Beaufort, SC
Bid Administrator:	Dave Thomas, Beaufort County Purchasing Director
Bid Recorder:	

The following bids were received for the above referenced project.

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	BID GRAND TOTAL
Patterson Construction							
PRO Construction, Inc.	X	X					\$498,990.00; Alternate 1 = \$5,000.00
JOCO Construction							
Fraser Construction Company, LLC	X	X					\$473,269.00; Alternate 1 = \$15,536.00
Innovative Solutions of SC, Inc							
Beaufort Construction							
Collins Construction, Inc.	X	X					\$347,762.00; Alternate 1 = \$14,800.00
Hutter Construction Corp.	X	X					\$410,000.00; Alternate 1 = \$10,000.00
Palmco Services, LLC							
Divinity General Contractors, LLC							

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

\_\_\_\_\_  
Bid Administrator Signature

\_\_\_\_\_  
Bid Recorder Signature

\_\_\_\_\_  
Bid Certification Signature

**Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)**  
 Myrtle Park Office Renovations– IFB #102314E

Prime Bidder/Proposer		Collins	Fraser	Hutter	PRO
1	Included Good Faith Efforts Checklist Form	1	1	1	1
2	Requested Beaufort County SMBE Vendor List	0	1	1	1
3	Included Copy of Written Notice to SMBE	1	0	1	1
4	Provided Proof of Sending Written Notice to SMBE	1	1	1	1
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1	1	1
6	Included Copy of Written Notice to Good Faith Agencies	1	1	1	1
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1	1	1
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1	1	1
9	Included Completed Outreach Documentation Log (Exhibit 2)	0	1	1	1
10	Included Completed Proposed Utilization Plan (Exhibit 3)	0	1	1	1
<b>Total</b>		<b>7</b>	<b>9</b>	<b>10</b>	<b>10</b>

**Collins Construction Services, Inc. (Thunderbolt, GA)**  
 Fraser Construction Company, LLC (Bluffton, SC)  
 Hutter Construction Corporation (Beaufort, SC)  
 PRO Construction, Inc. (Jacksonville, FL)

Total of 10 Possible Points

Scoring:  
 0 = No  
 1 = Yes



**Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)**  
 Myrtle Park Office Renovations– IFB #102314E

Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope	Proposed Amount
<b>Collins Construction</b> Thunderbolt, GA	Not Provided	-	-	-	-
<b>Fraser Construction</b> Bluffton, SC	Daley Cleaning Services	WBE	Bluffton, SC	Cleaning	Not Provided
	Hernandez Drywall	MBE	Beaufort, SC	Drywall	Not Provided
	Kruger Electric	SBE	Bluffton, SC	Electrical	Not Provided
	Lucas Design	WBE	Bluffton, SC	Painting	Not Provided
<b>Hutter Construction</b> Beaufort, SC	Creative Interiors	SBE	Beaufort, SC	Flooring	\$31,000
<b>PRO Construction</b> Jacksonville, FL	Waters Plumbing	SBE	Beaufort, SC	Plumbing	\$37,000

MBE = Minority Business Enterprise  
 SBE = Small Business Enterprise  
 WBE = Woman Business Enterprise



## Hickman, Maggie

---

**From:** Spells, Monica  
**Sent:** Tuesday, November 11, 2014 4:21 PM  
**To:** Coleman, David  
**Cc:** Hickman, Maggie; Skinner, Carol  
**Subject:** SMBE Review Myrtle Park  
**Attachments:** SMBE Review - Myrtle Park Renovations - 102314E.pdf

David:

Please find attached the Myrtle Park Renovations project small and minority business enterprise (SMBE) review. Hutter Construction and PRO Construction met all ten good faith efforts requirements. Fraser Construction met nine of the requirements; Fraser failed to provide a copy of written notice issued to SMBEs of any bid opportunities. Collins Construction met seven of the requirements; Collins failed to request the Beaufort County SMBE Vendor List and did not include completed exhibits 2 and 3 documenting their outreach to SMBEs and proposed utilization plan of SMBEs.

If Collins Construction is the apparent low bidder, based on the above my recommendation is to consider moving to the next bidder, which appears to be Hutter.

Let me know if you prefer picking up the bid packages or having them delivered to you.

Thank you,

Monica N. Spells  
Beaufort County Government  
Post Office Drawer 1228 | Beaufort, SC 29901  
843.255.2354 desk | mspells@bcgov.net



**Office Furniture Proposal**  
**Bluffton Treasurer Office 3rd Floor**

Quote#





Bill To:

Ship To:

Quoted By: Kelly Sicilia

Kelly.Sicilia@FormsanSupply.com

Notes:

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
<b>301 Customer Lobby</b>							
1	8	H4041	HON	Olson Stacker 4040 Series Polymer Seat&Back 4-per crnt	\$ 592.00	\$ 296.00	\$ 2,368.00
							
				CLR: Onyx .ON FRAME: Chrome .Y			
2	3	H4048	HON	Olson Stacker 4040 Series Ganging Chr Glides(Box of 48)	\$ 104.00	\$ 52.00	\$ 156.00
3	2	H4043	HON	Olson Stacker 4040 Cart for Stacking 4041 Chrs(Blk Only)	\$ 412.00	\$ 206.00	\$ 412.00
				FRAME: BLACK .T			
<b>Subtotal:</b>						<b>\$ 2,936.00</b>	
<b>303 Treasurer Suite</b>							
4	3	HITS5	HON	Ignition Task Stool Pneu Adj Footrest Back Ht Adj	\$ 664.00	\$ 332.00	\$ 996.00
							
				Arm: Height and Width Adj .A CASTER: Hard .H Back: Mesh Back .M GRADE: III UPHOLSTERY \$(3) UPH: Inertia .NR COLOR: Fog 19 FRAME: Black .T Base: Standard Black .SB			
5	3	M-SYP20B-R	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H BBF R-Pull	\$ 557.00	\$ 143.23	\$ 429.69
							
				MAX Core Cir Opts \$(CORE) Black .MPBL			
6	4	M-PLMR-4224L	MAX	PL Std Mono Rcwyr Pnl 42Hx24W Laminate	\$ 789.00	\$ 202.89	\$ 811.56
							
				MAX Core Cir Opts \$(CORE) Black .MPBL Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60			







Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
7	4	M-PLMR-4230L		Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 <b>MAX PL Std Mono Rcwy Pnl 42Hx30W Laminate</b>	\$ 816.00	\$ 209.83	\$ 839.32
				MAX Core Ctr Opts \$(CORE) Black .MPBL Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60			
8	2	M-PLMR-4236L		Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 <b>MAX PL Std Mono Rcwy Pnl 42Hx36W Laminate</b>	\$ 851.00	\$ 218.83	\$ 437.66
				MAX Core Ctr Opts \$(CORE) Black .MPBL Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60			
9	3	M-PLMR-4248L		Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 <b>MAX PL Std Mono Rcwy Pnl 42Hx48W Laminate</b>	\$ 956.00	\$ 245.83	\$ 737.49
				MAX Core Ctr Opts \$(CORE) Black .MPBL Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60			
10	1	M-EH48		<b>MAX Standard Double Block Duplex Harness 48W</b>	\$ 253.00	\$ 65.06	\$ 65.06
11	1	M-EP24		<b>MAX Pass-Through Harness 24W</b>	\$ 133.00	\$ 34.20	\$ 34.20
12	4	M-EPS30		<b>MAX Single Block Pass-Through Harness 30W</b>	\$ 160.00	\$ 41.14	\$ 164.56
13	2	M-EPS36		<b>MAX Single Block Pass-Through Harness 36W</b>	\$ 176.00	\$ 45.26	\$ 90.52
14	2	M-ED1		<b>MAX Duplex Outlet Circuit #1</b>	\$ 43.00	\$ 11.06	\$ 22.12
				MAX Core Ctr Opts \$(CORE) Black .MPBL			

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
15	2	M-ED2	MAX	Duplex Outlet Circuit #2	\$ 43.00	\$ 11.06	\$ 22.12
16	2	M-ED3	MAX	MAX Core Cir Opts \$(CORE) Black .MPBL Duplex Outlet Circuit #3	\$ 43.00	\$ 11.06	\$ 22.12
17	1	M-EPF2	MAX	MAX Core Cir Opts \$(CORE) Black .MPBL Power In-Feed through Side Receptacle	\$ 283.00	\$ 72.77	\$ 72.77
18	2	M-UWR2466T	MAX	Univ Wksfc Rectglr 24Dx66W T-Mold	\$ 392.00	\$ 100.80	\$ 201.60
19	1	M-UWR2460T	MAX	Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Edg: Black .MTBL Univ Wksfc Rectglr 24Dx60W T-Mold	\$ 360.00	\$ 92.57	\$ 92.57
20	3	M-UWR2048T	MAX	Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Edg: Black .MTBL Univ Wksfc Rectglr 20Dx48W T-Mold	\$ 298.00	\$ 76.63	\$ 229.89
21	2	M-PLCT1266T	MAX	Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Edg: Black .MTBL PL Straight Countertop 12Dx66W T-Mold	\$ 313.00	\$ 80.49	\$ 160.98
22	1	M-PLCT1260T	MAX	Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Edg: Black .MTBL PL Straight Countertop 12Dx60W T-Mold	\$ 306.00	\$ 78.69	\$ 78.69
23	6	M-PLCTB	MAX	Core Dir Lam Opts \$(GCDRLAM) Windsor Mahogany .W7039-60 Edg: Black .MTBL Parallel Countertop Brackets	\$ 45.00	\$ 11.57	\$ 69.42



MAX Core Cir Opts \$(CORE)

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
24	2	M-UWSKR3		<i>Black</i> <b>MAX</b> Rect Worksurface Suprt Kit/over 63L	<i>.MPBL</i> \$ 143.00	\$ 36.77	\$ 73.54
25	1	M-UWSKR2		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> Rect Worksurface Suprt Kit up to 63L	<i>\$(CORE)</i> <i>.MPBL</i> \$ 108.00	\$ 27.77	\$ 27.77
26	3	M-UWSKL		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> L-Return Worksurface Support Kit	<i>\$(CORE)</i> <i>.MPBL</i> \$ 143.00	\$ 36.77	\$ 110.31
27	3	M-C1R-20		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> Univ Cantilevered Worksurf Bracket RH 20"	<i>\$(CORE)</i> <i>.MPBL</i> \$ 53.00	\$ 13.63	\$ 40.89
28	2	M-PLCPLR42		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> PL Connector Post 2-Way 90Deg L 42H Raceway	<i>\$(CORE)</i> <i>.MPBL</i> \$ 208.00	\$ 53.49	\$ 106.98
29	6	M-PLCPTP		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> Parallel Panel to Panel Connector	<i>\$(CORE)</i> <i>.MPBL</i> \$ 52.00	\$ 13.37	\$ 80.22
30	2	M-PLCPTR42		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> PL Connector Post 3-Way T- 42H Raceway	<i>\$(CORE)</i> <i>.MPBL</i> \$ 218.00	\$ 56.06	\$ 112.12
31	4	M-PLEC1ER		<i>MAX CoreClr Opts</i> <i>Black</i> <b>MAX</b> Parallel End Cover-Raceway	<i>\$(CORE)</i> <i>.MPBL</i> \$ 29.00	\$ 7.46	\$ 29.84
					<i>MAX CoreClr Opts</i> <i>Black</i>	<i>\$(CORE)</i> <i>.MPBL</i>	
<b>Subtotal:</b>						<b>\$ 6,160.01</b>	

**303B Treasurer Office**

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
32	1	H5002	HON	5000 Series Park Avenue Mang Mid-back Loop Arms	\$ 1,283.00	\$ 641.50	\$ 641.50
							
				FINISH: Mahogany .N GRADE: LEATHER UPHOLSTERY \$(L) UPH: Leather .SS COLOR: Black 11			
33	2	H2112	HON	Invitation 2110 Series Guest Leg Base Double Rail Arms	\$ 582.00	\$ 291.00	\$ 582.00
							
				FINISH: Mahogany .N GRADE: IV Upholstery \$(4) Uph: Dotty .DOT Uph: Black 10			
34	1	H11545R	HON	Valido 72"W x 24"D x 29-1/2" Sggle Ped Cred RT B/F ped	\$ 1,131.00	\$ 565.50	\$ 565.50
							
				Edge: Ribbon .A Pull Opt: Arch Matte Chrome .M LAM: Mahogany .N LAM: Mahogany N			
35	1	H115527R	HON	Valido Square End Cap Bookshelf Rt 24Wx24Dx67	\$ 899.00	\$ 449.50	\$ 449.50
							
				Edge: Ribbon .A LAM: Mahogany .N LAM: Mahogany N			
<b>Subtotal:</b>						<b>\$ 2,238.50</b>	

**305 Assessor Suite**

36	3	HITS5	HON	Ignition Task Stool Pneu Adj Footrest Back Ht Adj	\$ 664.00	\$ 332.00	\$ 996.00
							
				Arm: Height and Width Adj .A CASTER: Hard .H Back: Mesh Back .M GRADE: III UPHOLSTERY \$(3) UPH: Inertia .NR COLOR: Fog 19 FRAME: Black .T Base: Standard Black .SB			
37	2	HIWM1	HON	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	\$ 619.00	\$ 309.50	\$ 619.00
							
				Arm: Height and Width Adj .A CASTER: Hard .H Back: Mesh Back .M GRADE: III UPHOLSTERY \$(3) UPH: Inertia .NR COLOR: Fog 19 FRAME: Black .T Base: Standard Black .SB			

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
38	3	M-SYP20B-R	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H BBF R-Pull	\$ 557.00	\$ 143.23	\$ 429.69
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
39	4	M-PLMR-4224L	MAX	PL Std Mono Rcwy Pnl 42Hx24W Laminate	\$ 789.00	\$ 202.89	\$ 811.56
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
40	4	M-PLMR-4230L	MAX	PL Std Mono Rcwy Pnl 42Hx30W Laminate	\$ 816.00	\$ 209.83	\$ 839.32
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
41	2	M-PLMR-4236L	MAX	PL Std Mono Rcwy Pnl 42Hx36W Laminate	\$ 851.00	\$ 218.83	\$ 437.66
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
42	3	M-PLMR-4248L	MAX	PL Std Mono Rcwy Pnl 42Hx48W Laminate	\$ 956.00	\$ 245.83	\$ 737.49
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
43	1	M-EH48	MAX	Standard Double Block Duplex Harness 48W	\$ 253.00	\$ 65.06	\$ 65.06
44	1	M-EP24	MAX	Pass-Through Harness 24W	\$ 133.00	\$ 34.20	\$ 34.20
45	4	M-EPS30	MAX	Single Block Pass-Through Harness 30W	\$ 160.00	\$ 41.14	\$ 164.56

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
46	3	M-EPS36	MAX	Single Block Pass-Through Harness 36W	\$ 176.00	\$ 45.26	\$ 135.78
47	4	M-ED1	MAX	Duplex Outlet Circuit #1	\$ 43.00	\$ 11.06	\$ 44.24
48	4	M-ED2	MAX	<i>MAX Core Cir Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> Duplex Outlet Circuit #2	\$ 43.00	\$ 11.06	\$ 44.24
49	2	M-ED3	MAX	<i>MAX Core Cir Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> Duplex Outlet Circuit #3	\$ 43.00	\$ 11.06	\$ 22.12
50	2	M-EPF2	MAX	<i>MAX Core Cir Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> Power In-Feed through Side Receptacle	\$ 283.00	\$ 72.77	\$ 145.54
51	2	M-UWR2466T	MAX	Univ Wksfc Rectglr 24Dx66W T-Mold	\$ 392.00	\$ 100.80	\$ 201.60
52	1	M-UWR2460T	MAX	<i>Core Dir Lam Opts</i> <i>\$(GCDRLAM)</i> <i>Windsor Mahogany</i> <i>.W7039-60</i> <i>Edg: Black</i> <i>.MTBL</i> Univ Wksfc Rectglr 24Dx60W T-Mold	\$ 360.00	\$ 92.57	\$ 92.57
53	3	M-UWR2048T	MAX	<i>Core Dir Lam Opts</i> <i>\$(GCDRLAM)</i> <i>Windsor Mahogany</i> <i>.W7039-60</i> <i>Edg: Black</i> <i>.MTBL</i> Univ Wksfc Rectglr 20Dx48W T-Mold	\$ 298.00	\$ 76.63	\$ 229.89
54	2	M-PLCT1266T	MAX	<i>Core Dir Lam Opts</i> <i>\$(GCDRLAM)</i> <i>Windsor Mahogany</i> <i>.W7039-60</i> <i>Edg: Black</i> <i>.MTBL</i> PL Straight Countertop 12Dx66W T-Mold	\$ 313.00	\$ 80.49	\$ 160.98
				<i>Core Dir Lam Opts</i> <i>\$(GCDRLAM)</i> <i>Windsor Mahogany</i> <i>.W7039-60</i> <i>Edg: Black</i> <i>.MTBL</i>			

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
55	1	M-PLCT1260T	MAX	PL Straight Countertop 12Dx60W T-Mold	\$ 306.00	\$ 78.69	\$ 78.69
56	6	M-PLCTB	MAX	Parallel Countertop Brackets	\$ 45.00	\$ 11.57	\$ 69.42
				Core Dir Lam Opts Windsor Mahogany Edg: Black	\$(GCDRLAM) .W7039-60 .MTBL		
57	2	M-UWSKR3	MAX	Rect Worksurface Suprt Kit/over 63L	\$ 143.00	\$ 36.77	\$ 73.54
				MAX CoreClr Opts Black	\$(CORE) .MPBL		
58	5	M-UWSKR2	MAX	Rect Worksurface Suprt Kit up to 63L	\$ 108.00	\$ 27.77	\$ 138.85
				MAX CoreClr Opts Black	\$(CORE) .MPBL		
59	3	M-UWSKL	MAX	L-Return Worksurface Support Kit	\$ 143.00	\$ 36.77	\$ 110.31
				MAX CoreClr Opts Black	\$(CORE) .MPBL		
60	3	M-C1L-20	MAX	Univ Cantilevered Worksurf Bracket LH 20"	\$ 53.00	\$ 13.63	\$ 40.89
				MAX CoreClr Opts Black	\$(CORE) .MPBL		
61	4	M-PLSPR-6636FG	MAX	PL Std Seg Priv Ht Rcwyl Pnl 66Hx36W Fab-Gls	\$ 1,067.00	\$ 274.37	\$ 1,097.48
				MAX CoreClr Opts Black Grd 3 Fab FAB: Hopscptch - Dir CLR: Tictactoe Clear CLR: Clear	\$(CORE) .MPBL \$(3) .2823- 014 \$(CLEAR) .C		
62	2	M-PLMR-6636F	MAX	PL Std Mono Rcwyl Pnl 66Hx36W Fabric	\$ 858.00	\$ 220.63	\$ 441.26
				MAX CoreClr Opts Black Grd 3 Fab FAB: Hopscptch - Dir CLR: Tictactoe Grd 3 Fab	\$(CORE) .MPBL \$(3) .2823- 014 \$(3)		

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
63	2	M-PLMR-3624F	MAX	<i>FAB: Hopscptch - Dir</i> .2823- <i>CLR: Tictactoe</i> 014 PL Std Mono Rcwy Pnl 36Hx24W Fabric	\$ 693.00	\$ 178.20	\$ 356.40
				<i>MAX Core Clr Opts</i> \$(CORE) <i>Black</i> .MPBL <i>Grd 3 Fab</i> \$(3) <i>FAB: Hopscptch - Dir</i> .2823- <i>CLR: Tictactoe</i> 014 <i>Grd 3 Fab</i> \$(3) <i>FAB: Hopscptch - Dir</i> .2823- <i>CLR: Tictactoe</i> 014			
64	2	M-PLSPR-6624FG	MAX	PL Std Seg Priv Ht Rcwy Pnl 66Hx24W Fab-Gls	\$ 925.00	\$ 237.86	\$ 475.72
				<i>MAX Core Clr Opts</i> \$(CORE) <i>Black</i> .MPBL <i>Grd 3 Fab</i> \$(3) <i>FAB: Hopscptch - Dir</i> .2823- <i>CLR: Tictactoe</i> 014 <i>Clear</i> \$(CLEAR) <i>CLR: Clear</i> .C			
65	1	M-EH36	MAX	Standard Double Block Duplex Harness 36W	\$ 234.00	\$ 60.17	\$ 60.17
66	1	M-EH24	MAX	Standard Single Block Duplex Harness 24W	\$ 191.00	\$ 49.11	\$ 49.11
67	2	M-UCR2436T	MAX	Univ Cmr Worksrfc 24Dx36W Rad Frnt T-Mold	\$ 475.00	\$ 122.14	\$ 244.28
68	4	M-UWR2436T	MAX	Univ Wksfc Rectglr 24Dx36W T-Mold	\$ 272.00	\$ 69.94	\$ 279.76
				<i>Core Dir Lam Opts</i> \$(GCDRLAM) <i>Windsor Mahogany</i> .W7039-60 <i>Edg: Black</i> .MTBL			
69	2	M-UWSKC	MAX	Corner Worksurface Support Kit	\$ 115.00	\$ 29.57	\$ 59.14
				<i>Core Dir Lam Opts</i> \$(GCDRLAM) <i>Windsor Mahogany</i> .W7039-60 <i>Edg: Black</i> .MTBL			
70	2	M-SYP20B-A	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull	\$ 557.00	\$ 143.23	\$ 286.46
				<i>MAX Core Clr Opts</i> \$(CORE) <i>Black</i> .MPBL			
				<i>MAX Core Clr Opts</i> \$(CORE)			



Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
71	2	M-SYP20F-A	MAX	<i>Black</i> Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull	\$ 557.00	\$ 143.23	\$ 286.46
				<i>.MPBL</i>			
72	2	M-CCM15	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Parallel Cord Manager 15H	\$ 32.00	\$ 8.23	\$ 16.46
				<i>\$(CORE)</i> <i>.MPBL</i>			
73	2	M-USOH1536F	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Univ OH Cab 15Hx36W Flipper Pnt Door	\$ 570.00	\$ 146.57	\$ 293.14
				<i>\$(CORE)</i> <i>.MPBL</i>			
74	2	M-USL30	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Task Light 30W	\$ 239.00	\$ 61.46	\$ 122.92
				<i>\$(CORE)</i> <i>.MPBL</i>			
75	2	M-PLCPLR42	MAX	PL Connector Post 2-Way 90Deg L 42H Raceway	\$ 208.00	\$ 53.49	\$ 106.98
76	8	M-PLEC1ER	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Parallel End Cover-Raceway	\$ 29.00	\$ 7.46	\$ 59.68
				<i>\$(CORE)</i> <i>.MPBL</i>			
77	9	M-PLCPTP	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Parallel Panel to Panel Connector	\$ 52.00	\$ 13.37	\$ 120.33
				<i>\$(CORE)</i> <i>.MPBL</i>			
78	2	M-PLCPTR42	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> PL Connector Post 3-Way T- 42H Raceway	\$ 218.00	\$ 56.06	\$ 112.12
				<i>\$(CORE)</i> <i>.MPBL</i>			
79	2	M-PLCPLR66	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> PL Connector Post 2-Way 90Deg L 66H Raceway	\$ 268.00	\$ 68.91	\$ 137.82
				<i>\$(CORE)</i> <i>.MPBL</i>			

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
80	2	M-PLCPTR66	MAX	PL Connector Post 3-Way T- 66H Raceway	\$ 277.00	\$ 71.23	\$ 142.46
				MAX Core Cir Opts Black	\$(CORE) .MPBL		
<b>Subtotal:</b>						<b>\$ 11,471.35</b>	

**307 Auditor Suite**

81	3	HITS5	HON	Ignition Task Stool Pneu Adj Footrest Back Ht Adj	\$ 664.00	\$ 332.00	\$ 996.00
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Arm: Height and Width Adj .A  
 CASTER: Hard .H  
 Back: Mesh Back .M  
 GRADE: III UPHOLSTERY \$(3)  
 UPH: Inertia .NR  
 COLOR: Fog 19  
 FRAME: Black .T  
 Base: Standard Black .SB

82	1	HIWM1	HON	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	\$ 619.00	\$ 309.50	\$ 309.50
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Arm: Height and Width Adj .A  
 CASTER: Hard .H  
 Back: Mesh Back .M  
 GRADE: III UPHOLSTERY \$(3)  
 UPH: Inertia .NR  
 COLOR: Fog 19  
 FRAME: Black .T  
 Base: Standard Black .SB

83	3	M-SYP20B-R	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H BBF R-Pull	\$ 557.00	\$ 143.23	\$ 429.69
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MAX Core Cir Opts \$(CORE)  
 Black .MPBL

84	4	M-PLMR-4224L	MAX	PL Std Mono Rcwy Pnl 42Hx24W Laminate	\$ 789.00	\$ 202.89	\$ 811.56
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MAX Core Cir Opts \$(CORE)  
 Black .MPBL  
 Core Dir Lam Opts \$(GCDRLAM)  
 Windsor Mahogany .W7039-60  
 Core Dir Lam Opts \$(GCDRLAM)  
 Windsor Mahogany .W7039-60

85	4	M-PLMR-4230L	MAX	PL Std Mono Rcwy Pnl 42Hx30W Laminate	\$ 816.00	\$ 209.83	\$ 839.32
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MAX Core Cir Opts \$(CORE)  
 Black .MPBL  
 Core Dir Lam Opts \$(GCDRLAM)  
 Windsor Mahogany .W7039-60  
 Core Dir Lam Opts \$(GCDRLAM)  
 Windsor Mahogany .W7039-60

Line Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
86 2	M-PLMR-4236L	MAX	PL Std Mono Rcwy Pnl 42Hx36W Laminate	\$ 851.00	\$ 218.83	\$ 437.66
			MAX Core Cir Opts	\$(CORE)		
			Black	.MPBL		
			Core Dir Lam Opts	\$(GCDRLAM)		
			Windsor Mahogany	.W7039-60		
			Core Dir Lam Opts	\$(GCDRLAM)		
			Windsor Mahogany	.W7039-60		
87 3	M-PLMR-4248L	MAX	PL Std Mono Rcwy Pnl 42Hx48W Laminate	\$ 956.00	\$ 245.83	\$ 737.49
			MAX Core Cir Opts	\$(CORE)		
			Black	.MPBL		
			Core Dir Lam Opts	\$(GCDRLAM)		
			Windsor Mahogany	.W7039-60		
			Core Dir Lam Opts	\$(GCDRLAM)		
			Windsor Mahogany	.W7039-60		
88 1	M-EH48	MAX	Standard Double Block Duplex Harness 48W	\$ 253.00	\$ 65.06	\$ 65.06
89 1	M-EP24	MAX	Pass-Through Harness 24W	\$ 133.00	\$ 34.20	\$ 34.20
90 4	M-EPS30	MAX	Single Block Pass-Through Harness 30W	\$ 160.00	\$ 41.14	\$ 164.56
91 3	M-EPS36	MAX	Single Block Pass-Through Harness 36W	\$ 176.00	\$ 45.26	\$ 135.78
92 4	M-ED1	MAX	Duplex Outlet Circuit #1	\$ 43.00	\$ 11.06	\$ 44.24
			MAX Core Cir Opts	\$(CORE)		
			Black	.MPBL		
93 2	M-ED2	MAX	Duplex Outlet Circuit #2	\$ 43.00	\$ 11.06	\$ 22.12
			MAX Core Cir Opts	\$(CORE)		
			Black	.MPBL		
94 2	M-ED3	MAX	Duplex Outlet Circuit #3	\$ 43.00	\$ 11.06	\$ 22.12
			MAX Core Cir Opts	\$(CORE)		
			Black	.MPBL		

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
95	2	M-EPF2	MAX	Power In-Feed through Side Receptacle	\$ 283.00	\$ 72.77	\$ 145.54
96	2	M-UWR2466T	MAX	Univ Wksfc Rectglr 24Dx66W T-Mold	\$ 392.00	\$ 100.80	\$ 201.60
97	1	M-UWR2460T	MAX	Univ Wksfc Rectglr 24Dx60W T-Mold	\$ 360.00	\$ 92.57	\$ 92.57
				Core Dir Lam Opts Windsor Mahogany Edg: Black	\$(GCDRLAM) .W7039-60 .MTBL		
98	3	M-UWR2048T	MAX	Univ Wksfc Rectglr 20Dx48W T-Mold	\$ 298.00	\$ 76.63	\$ 229.89
99	2	M-PLCT1266T	MAX	PL Straight Countertop 12Dx66W T-Mold	\$ 313.00	\$ 80.49	\$ 160.98
				Core Dir Lam Opts Windsor Mahogany Edg: Black	\$(GCDRLAM) .W7039-60 .MTBL		
100	1	M-PLCT1260T	MAX	PL Straight Countertop 12Dx60W T-Mold	\$ 306.00	\$ 78.69	\$ 78.69
				Core Dir Lam Opts Windsor Mahogany Edg: Black	\$(GCDRLAM) .W7039-60 .MTBL		
101	6	M-PLCTB	MAX	Parallel Countertop Brackets	\$ 45.00	\$ 11.57	\$ 69.42
102	2	M-UWSKR3	MAX	Rect Worksurface Suprt Kit/over 63L	\$ 143.00	\$ 36.77	\$ 73.54
				MAX Core Clr Opts Black	\$(CORE) .MPBL		
103	3	M-UWSKR2	MAX	Rect Worksurface Suprt Kit up to 63L	\$ 108.00	\$ 27.77	\$ 83.31
				MAX Core Clr Opts Black	\$(CORE) .MPBL		

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
104	3	M-UWSKL		<i>Black</i> MAX L-Return Worksurface Support Kit			
				<i>.MPBL</i>	\$ 143.00	\$ 36.77	\$ 110.31
105	3	M-C1L-20		<i>MAX Core Clr Opts</i> <i>Black</i> MAX Univ Cantilevered Worksurf Bracket LH 20"			
				<i>\$(CORE)</i> <i>.MPBL</i>	\$ 53.00	\$ 13.63	\$ 40.89
106	2	M-PLMR-6636F		<i>MAX Core Clr Opts</i> <i>Black</i> MAX PL Std Mono Rcwy Pnl 66Hx36W Fabric			
				<i>\$(CORE)</i> <i>.MPBL</i>	\$ 858.00	\$ 220.63	\$ 441.26
107	2	M-PLSPR-6636FG		<i>MAX Core Clr Opts</i> <i>Black</i> <i>Grd 3 Fab</i> <i>FAB: Hopscptch - Dir</i> <i>CLR: Tictactoe</i> <i>Grd 3 Fab</i> <i>FAB: Hopscptch - Dir</i> <i>CLR: Tictactoe</i> MAX PL Std Seg Priv Ht Rcwy Pnl 66Hx36W Fab-Gls			
				<i>\$(CORE)</i> <i>.MPBL</i> <i>\$(3)</i> <i>.2823-</i> <i>014</i> <i>\$(3)</i> <i>.2823-</i> <i>014</i>	\$ 1,067.00	\$ 274.37	\$ 548.74
108	1	M-PLMR-3624F		<i>MAX Core Clr Opts</i> <i>Black</i> <i>Grd 3 Fab</i> <i>FAB: Hopscptch - Dir</i> <i>CLR: Tictactoe</i> <i>Clear</i> <i>CLR: Clear</i> MAX PL Std Mono Rcwy Pnl 36Hx24W Fabric			
				<i>\$(CORE)</i> <i>.MPBL</i> <i>\$(3)</i> <i>.2823-</i> <i>014</i> <i>\$(CLEAR)</i> <i>.C</i>	\$ 693.00	\$ 178.20	\$ 178.20
109	1	M-PLSPR-6624FG		<i>MAX Core Clr Opts</i> <i>Black</i> <i>Grd 3 Fab</i> <i>FAB: Hopscptch - Dir</i> <i>CLR: Tictactoe</i> <i>Clear</i> <i>CLR: Clear</i> MAX PL Std Seg Priv Ht Rcwy Pnl 66Hx24W Fab-Gls			
				<i>\$(CORE)</i> <i>.MPBL</i> <i>\$(3)</i> <i>.2823-</i> <i>014</i> <i>\$(CLEAR)</i> <i>.C</i>	\$ 925.00	\$ 237.86	\$ 237.86







Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
110	1	M-EH36	MAX	Standard Double Block Duplex Harness 36W	\$ 234.00	\$ 60.17	\$ 60.17
111	1	M-EH24	MAX	Standard Single Block Duplex Harness 24W	\$ 191.00	\$ 49.11	\$ 49.11
112	1	M-UCR2436T	MAX	Univ Crnr Worksrfc 24Dx36W Rad Frnt T-Mold	\$ 475.00	\$ 122.14	\$ 122.14
				<i>Core Dir Lam Opts</i> <span style="float:right">\$ (GCDRLAM)</span> <i>Windsor Mahogany</i> <span style="float:right">.W7039-60</span> <i>Edg: Black</i> <span style="float:right">.MTBL</span>			
113	2	M-UWR2436T	MAX	Univ Wksfc Rectglr 24Dx36W T-Mold	\$ 272.00	\$ 69.94	\$ 139.88
				<i>Core Dir Lam Opts</i> <span style="float:right">\$ (GCDRLAM)</span> <i>Windsor Mahogany</i> <span style="float:right">.W7039-60</span> <i>Edg: Black</i> <span style="float:right">.MTBL</span>			
114	1	M-UWSKC	MAX	Corner Worksurface Support Kit	\$ 115.00	\$ 29.57	\$ 29.57
				<i>MAX CoreClr Opts</i> <span style="float:right">\$ (CORE)</span> <i>Black</i> <span style="float:right">.MPBL</span>			
115	1	M-SYP20B-A	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H BBF A-Pull	\$ 557.00	\$ 143.23	\$ 143.23
				<i>MAX CoreClr Opts</i> <span style="float:right">\$ (CORE)</span> <i>Black</i> <span style="float:right">.MPBL</span>			
116	1	M-SYP20F-A	MAX	Sys & Desk Univ Pedestal 20Dx15Wx28H FF A-Pull	\$ 557.00	\$ 143.23	\$ 143.23
				<i>MAX CoreClr Opts</i> <span style="float:right">\$ (CORE)</span> <i>Black</i> <span style="float:right">.MPBL</span>			
117	1	M-USOH1536F	MAX	Univ OH Cab 15Hx36W Flipper Pnt Door	\$ 570.00	\$ 146.57	\$ 146.57
				<i>MAX CoreClr Opts</i> <span style="float:right">\$ (CORE)</span> <i>Black</i> <span style="float:right">.MPBL</span>			
118	1	M-USL30	MAX	Task Light 30W	\$ 239.00	\$ 61.46	\$ 61.46

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
119	1	M-CCM15	MAX	Parallel Cord Manager 15H	\$ 32.00	\$ 8.23	\$ 8.23
120	2	M-PLCPLR42	MAX	<i>MAX Core Ctr Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> PL Connector Post 2-Way 90Deg L 42H Raceway	\$ 208.00	\$ 53.49	\$ 106.98
121	6	M-PLEC1ER	MAX	<i>MAX Core Ctr Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> Parallel End Cover-Raceway	\$ 29.00	\$ 7.46	\$ 44.76
122	8	M-PLCPTP	MAX	<i>MAX Core Ctr Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> Parallel Panel to Panel Connector	\$ 52.00	\$ 13.37	\$ 106.96
123	2	M-PLCPTR42	MAX	<i>MAX Core Ctr Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> PL Connector Post 3-Way T- 42H Raceway	\$ 218.00	\$ 56.06	\$ 112.12
124	3	M-PLCPLR66	MAX	<i>MAX Core Ctr Opts</i> <i>\$(CORE)</i> <i>Black</i> <i>.MPBL</i> PL Connector Post 2-Way 90Deg L 66H Raceway	\$ 268.00	\$ 68.91	\$ 206.73

**Subtotal: \$ 9,223.24**

**308 Break Room**

125	1	H1111	HON	Hospitality Tbl Sqr Hosp Tbl w/ T-Mld Edg 36D x 36W	\$ 228.00	\$ 114.00	\$ 114.00
126	1	HBBX36	HON	<i>Lam: Mahogany</i> <i>.N</i> <i>T-Mold: Mahogany</i> <i>.N</i> Hospitality Tbl 3" Dia. Single Column Base 36" x 36"	\$ 215.00	\$ 107.50	\$ 107.50
127	1	H4031	HON	<i>Color: Black</i> <i>.P</i> Gueststacker 4030 Series Chair Text Seat&Back Set of 4  <i>SHELL: Lava</i> <i>.LA</i>	\$ 499.00	\$ 249.50	\$ 249.50

Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
				COLOR: BLACK	.T		
<b>Subtotal:</b>						<b>\$ 471.00</b>	
<b>309 Executive Office</b>							
128	4	H105892	HON	10500 Series 60Wx30Dx29-1/2H Dbl Ped Dsk 3/2 Rect Top	\$ 1,312.00	\$ 656.00	\$ 2,624.00
							
				LAM: Mahogany	.N		
				LAM: Mahogany	.N		
129	4	HIWM1	HON	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	\$ 619.00	\$ 309.50	\$ 1,238.00
							
				Arm: Height and Width Adj	.A		
				CASTER: Hard	.H		
				Back: Mesh Back	.M		
				GRADE: III UPHOLSTERY	\$(3)		
				UPH: Inertia	.NR		
				COLOR: Fog	19		
				FRAME: Black	.T		
				Base: Standard Black	.SB		
<b>Subtotal:</b>						<b>\$ 3,862.00</b>	
<b>310 Business License</b>							
130	1	HITS5	HON	Ignition Task Stool Pneu Adj Footrest Back Ht Adj	\$ 664.00	\$ 332.00	\$ 332.00
							
				Arm: Height and Width Adj	.A		
				CASTER: Hard	.H		
				Back: Mesh Back	.M		
				GRADE: III UPHOLSTERY	\$(3)		
				UPH: Inertia	.NR		
				COLOR: Fog	19		
				FRAME: Black	.T		
				Base: Standard Black	.SB		
131	3	M-PLMR-4224L	MAX	PL Std Mono Rcwyl Pnl 42Hx24W Laminate	\$ 789.00	\$ 202.89	\$ 608.67
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
132	1	M-PLMR-4230L	MAX	PL Std Mono Rcwyl Pnl 42Hx30W Laminate	\$ 816.00	\$ 209.83	\$ 209.83
							
				MAX Core Clr Opts	\$(CORE)		
				Black	.MPBL		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
				Core Dir Lam Opts	\$(GCDRLAM)		
				Windsor Mahogany	.W7039-60		
133	1	M-PLCPTR42	MAX	PL Connector Post 3-Way T- 42H Raceway	\$ 218.00	\$ 56.06	\$ 56.06
							
				MAX Core Clr Opts	\$(CORE)		




Line	Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
134	1	M-PLWR2456T	MAX	<i>Black</i> Parll Ext Rect Wksfc 24Dx56W T-Mold <i>.MPBL</i>	\$ 397.00	\$ 102.09	\$ 102.09
<hr/>							
135	1	M-UWSKR2	MAX	<i>Core Dir Lam Opts</i> <i>Windsor Mahogany</i> <i>Edg: Black</i> Rect Worksurface Suprt Kit up to 63L <i>\$(GCURLAM)</i> <i>.W7039-60</i> <i>.MTBL</i>	\$ 108.00	\$ 27.77	\$ 27.77
<hr/>							
136	1	M-SYP20B-R	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Sys & Desk Univ Pedestal 20Dx15Wx28H BBF R-Pull <i>\$(CORE)</i> <i>.MPBL</i>	\$ 557.00	\$ 143.23	\$ 143.23
<hr/>							
137	2	M-PLCPLR42	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> PL Connector Post 2-Way 90Deg L 42H Raceway <i>\$(CORE)</i> <i>.MPBL</i>	\$ 208.00	\$ 53.49	\$ 106.98
<hr/>							
138	2	M-PLEC1ER	MAX	<i>MAX Core Ctr Opts</i> <i>Black</i> Parallel End Cover-Raceway <i>\$(CORE)</i> <i>.MPBL</i>	\$ 29.00	\$ 7.46	\$ 14.92
<hr/>							
					<b>Subtotal:</b>	<b>\$ 1,601.55</b>	

**311 Conference Room**



139	4	HIWM1	HON	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj <i>Arm: Height and Width Adj</i> <i>CASTER: Hard</i> <i>Back: Mesh Back</i> <i>GRADE: III UPHOLSTERY</i> <i>UPH: Inertia</i> <i>COLOR: Fog</i> <i>FRAME: Black</i> <i>Base: Standard Black</i> <i>.A</i> <i>.H</i> <i>.M</i> <i>\$(3)</i> <i>.NR</i> <i>.19</i> <i>.T</i> <i>.SB</i>	\$ 619.00	\$ 309.50	\$ 1,238.00
<hr/>							
					<b>Subtotal:</b>	<b>\$ 1,238.00</b>	

**312 Hall**


140	1	H105897R	HON	10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRctTop <i>LAM: Mahogany</i> <i>LAM: Mahogany</i> <i>.N</i> <i>N</i>	\$ 1,082.00	\$ 541.00	\$ 541.00
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Line Qty	Part Number	Mfg	Part Description	List	Sell	Ext Sell
141 1	HIWM1	HON	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	\$ 619.00	\$ 309.50	\$ 309.50
						
			Arm: Height and Width Adj	.A		
			CASTER: Hard	.H		
			Back: Mesh Back	.M		
			GRADE: III UPHOLSTERY	\$(3)		
			UPH: Inertia	.NR		
			COLOR: Fog	19		
			FRAME: Black	.T		
			Base: Standard Black	.SB		
				<b>Subtotal:</b>	<b>\$ 850.50</b>	

**Conference Room**

142 1	HTLC3672	HON	Preside 72W x 36D Rectangular Shaped Laminate Top	\$ 522.00	\$ 261.00	\$ 261.00
						
			2MM/Flat	.G		
			Edge: Mahogany	.N		
			No Grommets	.N		
			LAM: Mahogany	.N		
143 1	HTLP72	HON	Preside Laminate Panel Base For 72" W Table Tops	\$ 468.00	\$ 234.00	\$ 234.00
						
			LAM: Mahogany	.N		
				<b>Subtotal:</b>	<b>\$ 495.00</b>	

**Keyboard Platforms**

144 10	H2107	HON	Articulating Arm w/Convertible Keyboard Platform	\$ 435.00	\$ 182.70	\$ 1,827.00
						
				<b>Subtotal:</b>	<b>\$ 1,827.00</b>	
<b>Installation Labor</b>				<b>\$ 0.00</b>	<b>\$ 5,084.90</b>	<b>\$ 5,084.90</b>

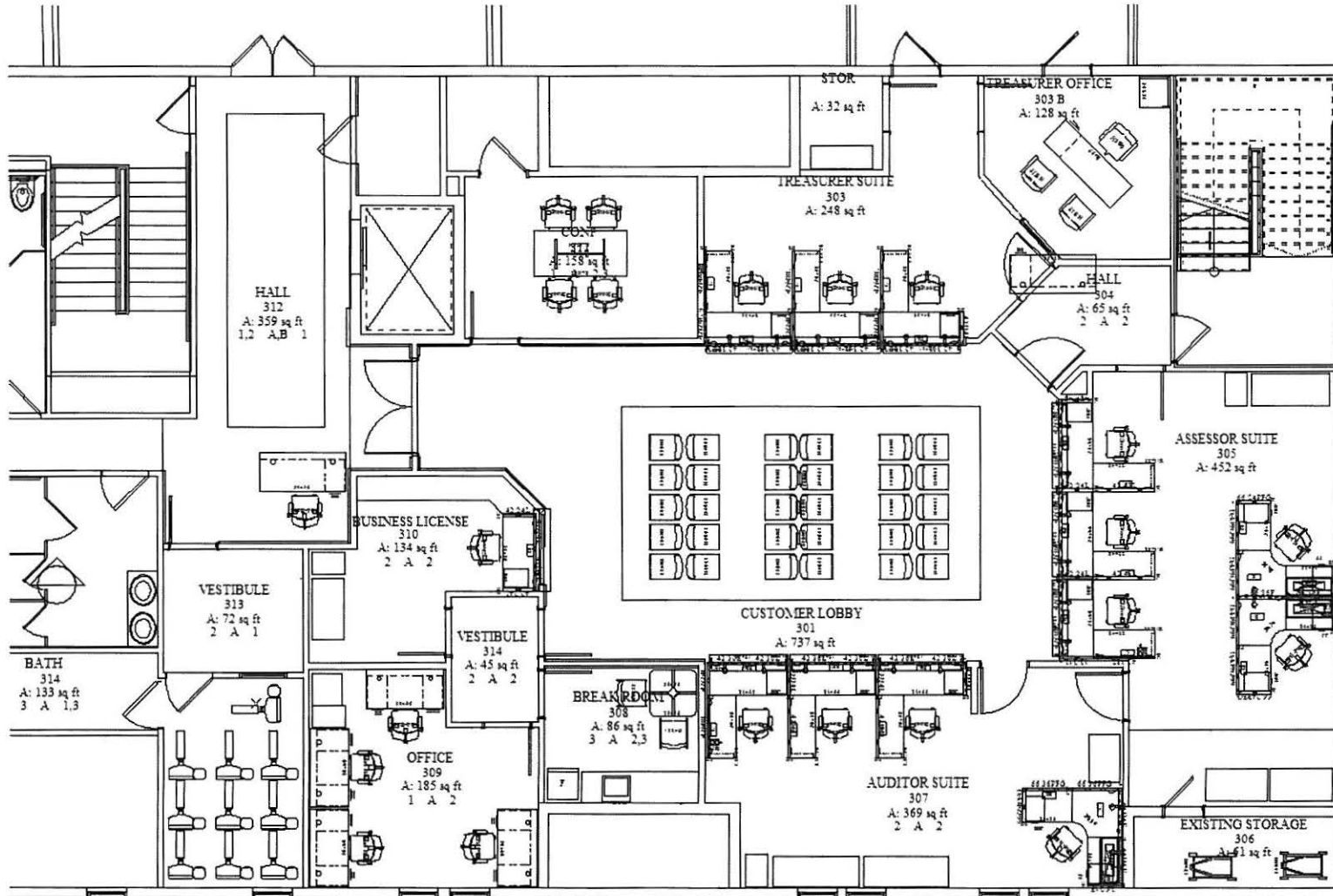
Tax is not included in this quote.

**Project Total: \$ 47,459.05**

Product is produced by the manufacturer to the above specifications. Once ordered it can not be changed, canceled or returned.

Customer Authorization

Signature: \_\_\_\_\_

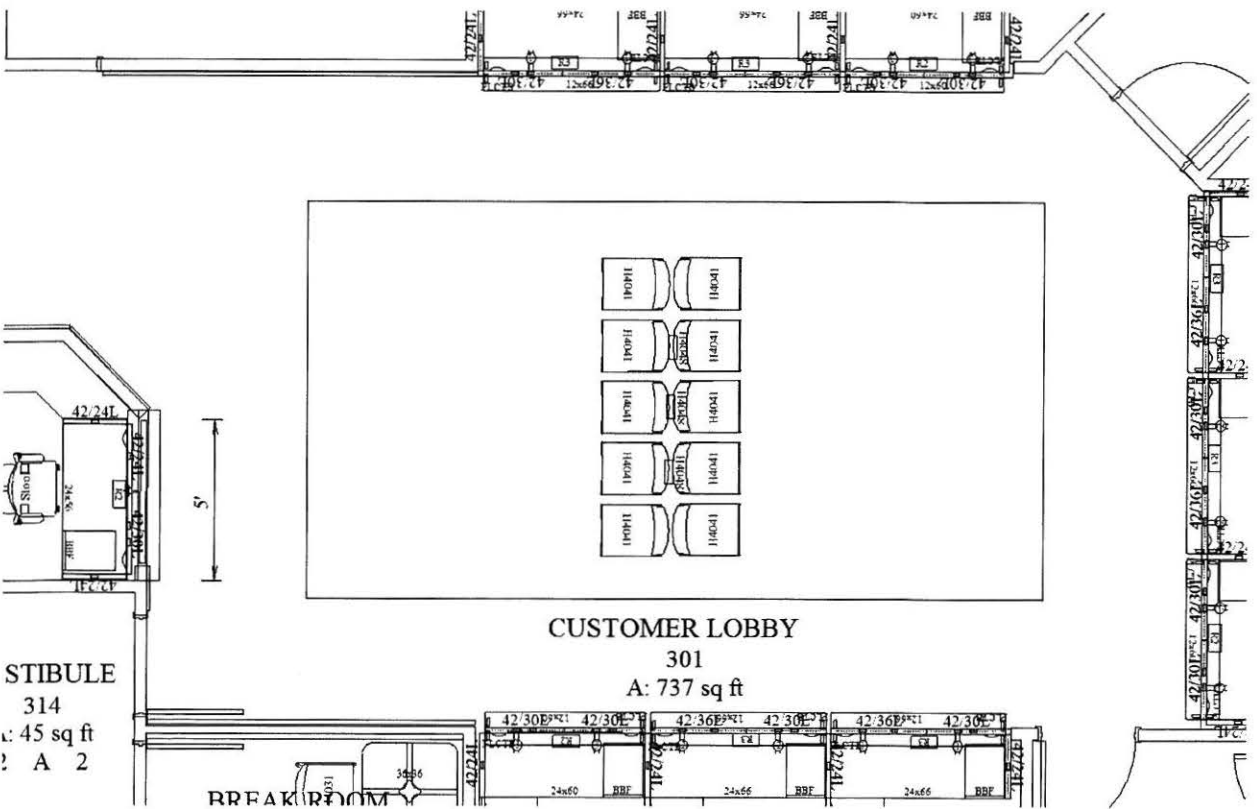
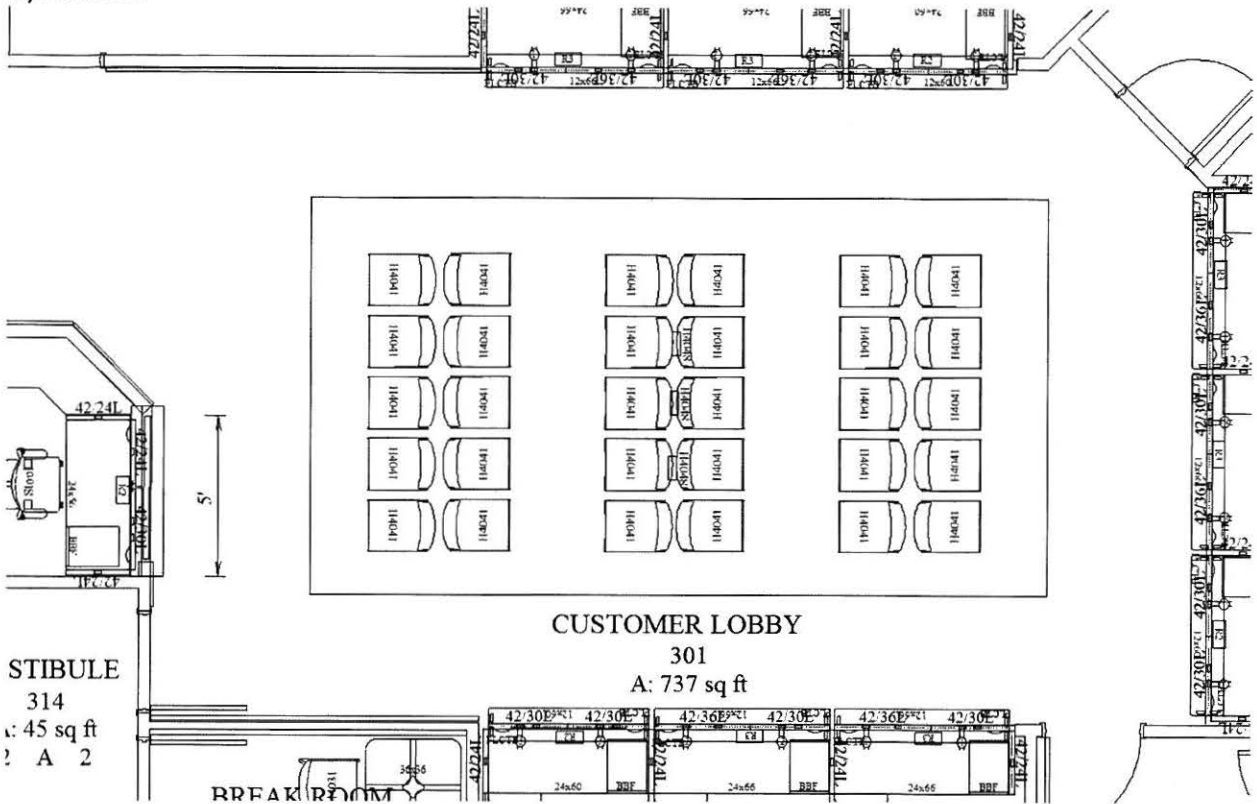


By FSloffice  
 November 7, 2014

Bluffton Treasurer's Office

November 7, 2014

By FSloffice





**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  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Rob McFee, County Engineer

SUBJ: **Wesley Felix Park Phase 1 Renovations – Playground Equipment**

DATE: November 12, 2014

**BACKGROUND.** Wesley Felix Park on St. Helena Island is one of the older existing parks in our system and has been scheduled for upgrades and improvements using St. Helena PALS Impact Fees. Phase I includes upgrading the playgrounds with new playground surfaces and equipment with proper fall zones.

The playground equipment has been negotiated through State Contract with Churchich Recreation and Design in the amount \$103,081.26. Staff is requesting a 10% contingency totaling \$10,308 for a total project cost of \$113,389.

**FUNDING.** The project would be funded by the St. Helena PALS Impact Fees - Wesley Felix Park Renovations Acct #26550011-54451 with an available fund balance of \$794,000. The total project budget is \$113,389.

**FOR ACTION.** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award via state contract to Churchich Recreation and Design for \$103,581.26. Additionally, approve and recommend to County Council a project contingency of 10% bringing the total budget to \$113,389 with funding as outlined above.

JRM/DC/mjh

Attachments: 1) Churchich Rec & Design Quote  
2) Location Map

cc: Scott Marshall



**Churchich Recreation & Design**  
 20 Towne Drive PMB 186  
 Bluffton SC 29910  
 843-757-3156 843-757-3150 (fax)

Quote No. **5023**  
 Date **11/14/14**  
 Order Terms **Net 30**  
 Ship Date **45 days**

**QUOTATION**

**Prepared For**

Beaufort County  
 David Coleman, CIP Dir.

**Shipping**

St Helena Park/  
 Wesley Felix Park

Qty	Description	Unit Price	TOTAL
1	Custom Miracle Play Structure		\$ 24,500.00
1	Miracle 718-852-6 6 Seat Arch Swing w/ 4 seats, 2 Tot Seats		\$ 2,962.00
1	Reflex/ Xwave		\$ 7,110.00
69	Timbers for new play area	\$ 35.00	\$ 2,415.00
1	ADA Access Ramp		\$ 820.00
28	Super Sacks of loose fill rubber	\$ 700.00	\$ 19,600.00
2	6' PVC Coated Benches	\$ 425.00	\$ 850.00
1	Trash Receptacle (PVC Coated)		\$ 425.00
75	Timbers for existing play area and swing area	\$ 35.00	\$ 2,625.00
17	Super Sacks of loose fill rubber	\$ 700.00	\$ 11,900.00
THANK YOU! JEFF CHURCHICH			
SUB Total			\$ 73,207.00
Freight			\$ 5,600.00
Installation			18,750.00
Tax			5,524.26
<b>GRAND TOTAL</b>			<b>\$ 103,081.26</b>

NOTES:

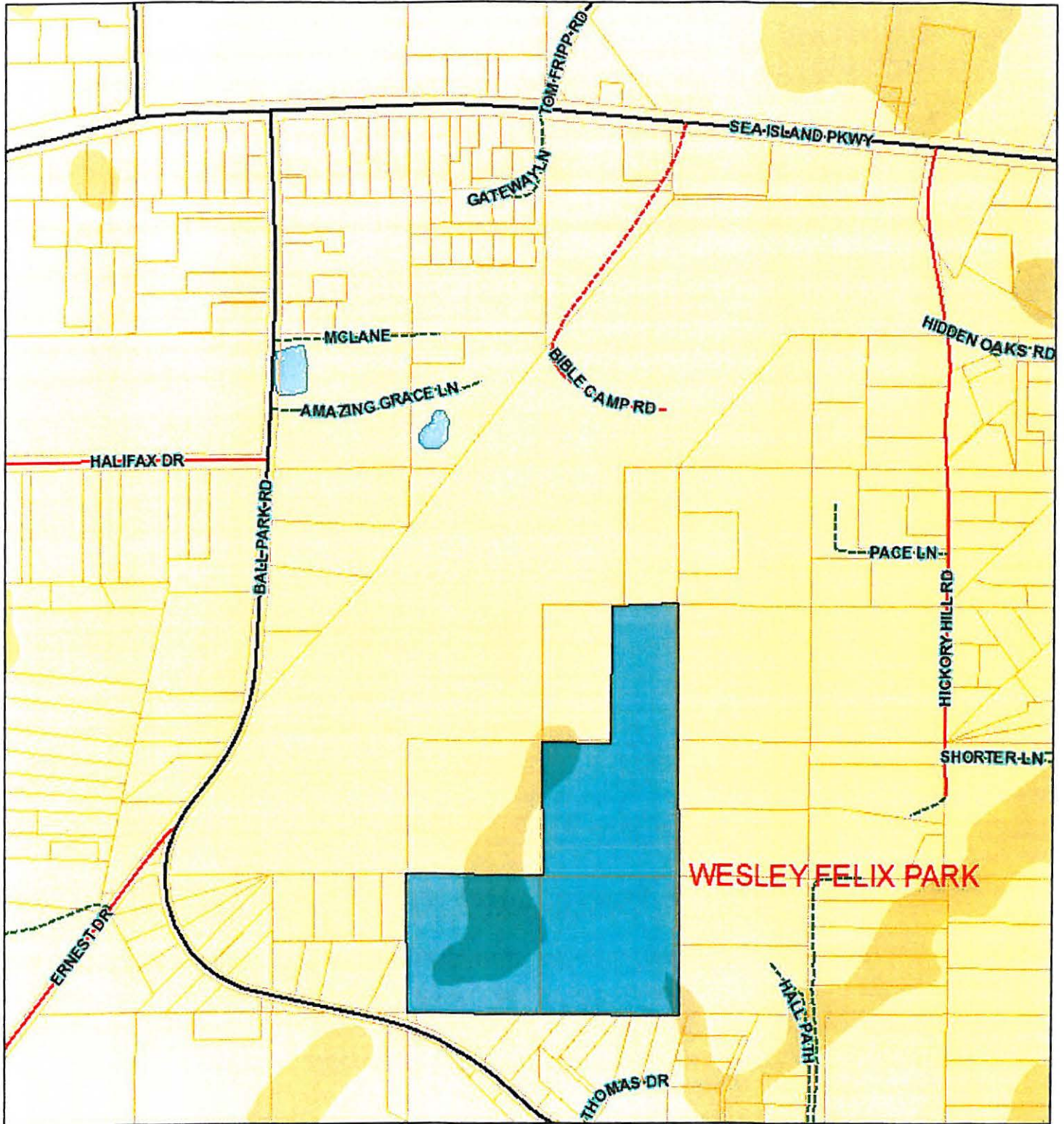
Accepted By

Printed Name

Date

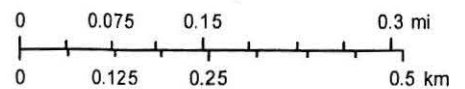
*Thank you for the opportunity to provide this quote!*  
**Churchich Recreation & Design**

# WESLEY FELIX PARK - BALL PARK RD



October 24, 2014

1:9,726



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



**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  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Rob McFee, County Engineer

SUBJ: **Burton Wells Regional Park and Wesley Felix Park Ball Field Lighting Retrofit/Replacement**

DATE: November 12, 2014

**BACKGROUND.** In the 2015 CIP budget, funds have been allocated to repair/replace the ball field lights on the original Burton Wells Regional Park baseball and softball fields. The existing wood poles have reached their life span and are not able to withstand the wind loads. Additionally, the wood poles are experiencing structural damage caused by woodpeckers. The repairs and replacement includes installing new concrete bases with steel poles and the MUSCO green series lights on the smaller field, replacing the damaged wood poles, the ballast, the reflectors, re-lamping the fixtures on the large field, and connecting both system to control link for effective management.

Wesley Felix Park on St. Helena Island is one of the older existing parks in our system and has been scheduled for upgrades and improvements using St. Helena PALS Impact Fees. Phase I of the upgrades and improvements include upgrading the lighting system to provide the proper illumination of the fields, control link connection to manage the use of the lights, and new energy efficient bulbs and ballast.

The County via State Contract was able to negotiate a contract with MUSCO lighting in the amount of \$422,500 to do this work. Staff is requesting a 10% contingency totaling \$42,250 for a total project cost of \$464,750.

**FUNDING.** The lighting projects would be funded by:

2015 CIP Program – Burton Wells Ball Field Lighting Improvements Acct #40090011-54600 with a balance of \$185,000 utilizing \$185,000

St. Helena PALS Impact Fees- Wesley Felix Park Renovations Acct #26550011-54451 with an available fund balance of \$794,000 utilizing \$279,750

**FOR ACTION.** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award via State Contract to MUSCO Sports Lighting totaling \$422,500. Additionally, approve and recommend to County Council a project contingency of 10%, bringing the total budget to \$464,750 with funding as outlined above.

JRM/DC/mjh

Attachments: Quotes & Scope of Work

cc: Scott Marshall





**Burton Wells Baseball Softball Relight  
Beaufort, SC  
Date: October 2, 2014  
To: David Coleman – Beaufort County Engineering**

**Keystone Purchasing Network  
Master project: 161988  
Contract Number: KPN-201301-01  
Expiration: 02/28/2015  
Commodity: Athletic & Parking Lot Lighting**

***Quotation Price***

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Musco's Light Structure Green™ as described below, delivered to the job site, and installed per the attached scope of work. Cost also includes demo & the replacement of damaged wood poles on the large field, along with upgrade to the photometrics and new lamps. Sales/Use Taxes are included. **\$185,000.**

***Equipment Description***

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Light Structure Green™ System delivered to your site in Five Easy Pieces™

- 6 - Pre-cast concrete bases
- 6 - 70 ft. Mounting height galvanized steel poles
- 8 - UL Listed remote electrical component enclosures
- 8 - Pole length wire harness
- 34 - Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 40% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 Footcandles Infield & 30 Footcandles Outfield for 25 years.
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 54 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for 480 Volt 3 phase
- Harsh environment corrosion package is also included.

Use/Sales taxes are included as part of this quote. Installation per the attached scope of work is included.

***Pricing furnished is effective for 60 days unless otherwise noted***

**Payment Terms to be determined between Musco Credit department and purchasing entity**

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**Fax or Mail a copy of the Purchase Order to Musco Sports Lighting & to KPN:**

Musco Sports Lighting, LLC  
Attn: Barbara Davis  
PO Box 260  
Muscatine, IA 52761  
Fax: 800-374-6402  
E-mail: musco.contracts@musco.com

Keystone Purchasing Network  
90 Lawton Lane  
Milton, PA 17847  
Fax: 570-524-5600  
E-mail: [info@theKPN.org](mailto:info@theKPN.org)

**All purchase orders should note: This is a Keystone Purchasing Network purchase -  
Contract Number: KPN-201301-01**

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

**Notes**

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Quote is based on:

- Shipment of entire project together to one location
- Field size of 300 ft. Radius with 90 ft. Basepath for Baseball Field
- Structural code and wind speed = 2009 AASHTO, 120 MPH.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Barry W. Jones  
SC Field Sales Representative  
Musco Sports Lighting, LLC  
497 Kings Grant Drive  
Columbia, SC 29209  
Office: 803-782-5251  
Mobile: 803-260-1148  
E-mail: [Barry.Jones@Musco.com](mailto:Barry.Jones@Musco.com)  
Fax: 803-782-9116

7. Remote Electrical Enclosures/Ballast Boxes must be stored inside or covered by tarp.
8. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
9. Provide materials and equipment, including concrete backfill to install Light Structure foundations as specified on Layout.
10. Insure connection to Integral Base grounding.
11. Provide necessary permits.
12. Remove spoils to owner designated location on site.
13. Provide equipment, materials and labor, to assemble and erect Light Structures, Remote Electrical Enclosures, Wire Harnesses & Fixtures. Use laser aiming on each lighting assembly to properly aim the lighting system on 300 ft. field.
14. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds, which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
15. Provide electrical design, using copper to poles conductors, new 480 volt, 3 phase electrical panel, lighting contactor cabinets, and surge suppressor.
16. Provide and install electrical circuits, and make connection to each pole for the new lighting system. Backfill and tamp trenches. Maximum voltage drop is 3%.
17. Once power is provided to the poles, call Control Link Central, commission the system, and set the baseline for the system.
18. Provide startup and aiming as required to provide complete and operating sports lighting system.
19. Provide labor to upgrade photometrics and lamps on large field. Reconnect wiring for lights on poles replaced. Install relocated lighting assembly from Wesley Felix "B" pole lights on new B2 pole on big field.
20. Connect existing circuits on big field to Lighting Contactor Cabinet with Control Link, and new electrical panel.

**Burton Wells Relight  
Musco Scope of Work  
Turnkey Installation**

**Owner Responsibilities:**

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities not covered by utility locate. Locate irrigation systems.
3. Pay for any additional costs due to non-standard soils (rock, caliche, high water table, collapsing holes, etc.) requiring extensive, extra reinforcement enhanced foundations, beyond what is already being provided. Cost already includes wet drilling, and slurry mix if needed, with enhanced concrete backfill, if needed.
4. Provide location on site for disposal of spoils from foundations.
5. Provide 480 volt, 3 phase power from the utility to the site. This could be an upgrade of the existing 480 volt delta source, or upgrade to 480Y/277 volt. The third phase appears to be close by.

**Musco Responsibilities:**

1. Provide the required concrete pole bases for the foundations, galvanized steel poles, pre-wired and factory aimed lighting assemblies, wire harnesses, remote ballast enclosures, and die cast light fixtures. Lighting Contactor Cabinets with Musco Control Link & Communications will also be provided, along with Musco supplied surge suppressor. Additional contactors and zone switch for adding big field is also included.
2. Provide layout of pole locations and aiming diagram.
3. Provide pole and foundation detail information and drawing to installing Musco subcontractor.
4. Provide integral pole grounding in concrete pole base for each pole.
5. Provide Project Management assistance and oversight for Musco Scope of Work.

**Musco Subcontractor Responsibilities:**

1. Removal and disposal of the existing poles and lights. If practical, poles shall be removed whole. If that cannot be done, which is not unusual, poles shall be cut below grade, backfilled, and tamped.
2. Relocate A2 pole from small field to big field for replacement of rotten pole.
3. Provide 3 new 70 ft. wood poles for big field to replace other old damaged poles.
4. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for equipment as needed and disposal of all packing cardboard and debris.
6. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.



**Wesley Felix Recreation Complex  
St. Helena Island, SC  
Date: 10-02-14**

**To: David Coleman – Beaufort County Engineering**

**Keystone Purchasing Network  
Master project: 161988  
Contract Number: KPN-201301-01  
Expiration: 02/28/2015  
Commodity: Athletic & Parking Lot Lighting**

***Quotation Price***

---

Musco's Light Structure Green™ as described below, delivered to the job site and installed on poles including sales/use taxes. Demo and updating of reflectors and ballasts for transport to Burton Wells big field, is also included. **\$237,500.**

***Equipment Description***

---

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- 16 - UL Listed remote electrical component enclosures
- 16 - Pole length wire harness
- 44 - Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 40% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 10™ product assurance and warranty program that eliminates 100% of your maintenance costs for 10 years, including labor and materials for baseball & softball lights.
- Guaranteed light levels for 10 years.
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours for baseball & softball
- Reduced energy consumption with an average of 69 kW per hour
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system for baseball & softball
- Lighting Contactors sized for 480 Volt single phase
- Harsh Environment protection also included

Sales/Use taxes are included, if applicable, is not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted.***

**Fax or Mail a copy of the Purchase Order to Musco Sports Lighting & to KPN:**

Musco Sports Lighting, LLC  
Attn: Barbara Davis  
PO Box 260  
Muscatine, IA 52761  
Fax: 800-374-6402  
E-mail: musco.contracts@musco.com

Keystone Purchasing Network  
90 Lawton Lane  
Milton, PA 17847  
Fax: 570-524-5600  
E-mail: [info@theKPN.org](mailto:info@theKPN.org)

**All purchase orders should note: This is a Keystone Purchasing Network purchase -  
Contract Number: KPN-201301-01**

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

***Notes***

---

Quote is based on:

- Shipment of entire project together to one location
- Field sizes per existing fence lines for Baseball & Softball Fields, & Basketball Courts
- Structural code and wind speed = 2009 AASHTO, 130 MPH.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Barry W. Jones  
SC Field Sales Representative  
Musco Sports Lighting, LLC  
497 Kings Grant Drive  
Columbia, SC 29209  
Office: 803-782-5251  
Mobile: 803-260-1148  
E-mail: Barry.Jones@Musco.com  
Fax: 803-782-9116

**Wesley Felix**  
**Musco Scope of Work**  
**SCG Upgrade**

**Owner/General/Electrical Contractor Responsibilities:**

1. Complete access to the site for construction utilizing 2 wheel drive rubber tired equipment.
2. Locate existing underground utilities not covered by utility locate including irrigation.
3. Pay for any additional costs due to non-standard soils (rock, caliche, high water table, collapsing holes, etc.) for 2 relocated poles. This is not expected.
4. Provide location on site for disposal of spoils from foundations. Probably placed back in old pole locations.
5. Electrical design will be the responsibility of the Electrical Engineer, and electrical installation the responsibility of the site electrical contractor.
6. Install the new Lighting Contactor Cabinet and terminate all necessary wiring. Contactor cabinet will be delivered with poles and fixtures and given to project electrical contractor. Holding coils require 120 volts. (Basketball Court lights will not be connected to the new Lighting Contactor Cabinet.)
7. Mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring at the Lighting Contactor Cabinet location. A 3P480V 15A circuit breaker will be required for the surge suppressor.
8. Once the electrical contractor has connected power to the lighting system, he/she should contact Musco Control Link Central at (877-347-3319). At this time the electrical contractors and Control Link Central, can do an initial check of the system, make sure all zones work in both auto and manual mode, perform the 1 hour burn for all lights, and commission the system. This also sets the baseline so Musco can monitor proper operation of the system, to support the 25 years warranty.

**Musco Responsibilities:**

1. Provide the required SportsCluster Green pre-wired and factory aimed lighting assemblies, wire harnesses, remote ballast enclosures, and die cast light fixtures. Lighting Contactor Cabinets with Musco Control Link & Communications will also be provided, along with Musco supplied surge suppressor.
2. Provide layout of pole locations and aiming diagram.
3. Provide lighting assembly detail information and drawing to installing Musco subcontractor.
4. Provide Project Management assistance and oversight for Musco Scope of Work.
5. Provide ballast upgrade and photometric upgrade for lighting assemblies and lights being relocated to Burton Wells.

**Musco Subcontractor Responsibilities:**

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery. Give Lighting Contactor Cabinets to the on-site electrical contractor.
2. Provide storage containers for equipment as needed and disposal of all packing cardboard and debris.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Remote Electrical Enclosures/Ballast Boxes must be stored inside or covered by tarp.
5. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
6. Insure connection to grounding.
7. Remove spoils to owner designated location at jobsite.
8. Provide equipment, materials and labor, to assemble and attach Remote Electrical Enclosures, Wire Harnesses & Fixtures. Use laser aiming on each lighting assembly to properly aim the lighting system.
9. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
10. Provide startup and aiming as required to provide complete and operating sports lighting system.
11. Provide labor to transport and upgrade ballasts and photometrics on lights being relocated to Burton Wells.





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

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

**VIA:** Gary Kubie, County Administrator  
Joshua Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Robert McFee, Director of Engineering & Infrastructure  
Dave Thomas, Purchasing Director  
Monica Spells, Compliance Officer

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

**SUBJ:** Island West Median Modification

**DATE:** November 10, 2014

**BACKGROUND:** With completion of the Island West Connector roads and signalization of the New Hampton Parkway at US 278 intersection, the next step to more safely manage access on this segment of US 278 is the modification of the US 278 median crossover at Island West Drive. Median modification to channelize left-turns entering and eliminate left-turns exiting Island West is in keeping with the Access Management Guidelines of the US 278 Short-Term Needs Study. This modification will minimize the number of conflicting movements at the intersection and directs exiting left-turns to the new traffic signal where they can be made safely.

The South Carolina Department of Transportation has approved and supports the median modification. Resident surveys completed by the Island West POA support the median modification and the owners of Island West Golf Course have also given their approval.

Cleland Site Prep submitted a unit-price change order in the amount of \$43,919.00 from their existing contract with Beaufort County to complete this task. The task is anticipated to take no more than three days to complete. The Traffic Engineering Department has determined that this fee is acceptable considering the speed with which it will be completed and the work will be completed at night with lane closures in both directions of US 278.

**FUNDING:** Account #33402-54504 with an available fund balance of \$1,615,306

**FOR ACTION:** Public Facilities Committee occurring on November 17, 2014

**RECOMMENDATION:** The Traffic Engineering Department recommends that the Public Facilities Committee approves a unit price change order with Cleland Site Prep to complete the Island West Drive at US 278 median modification with a price not to exceed \$43,919.00.

**Attachment:** Island West median modification plan

**Cleland Site Prep, Inc.**

PO Box 3822  
Bluffton, SC 29910

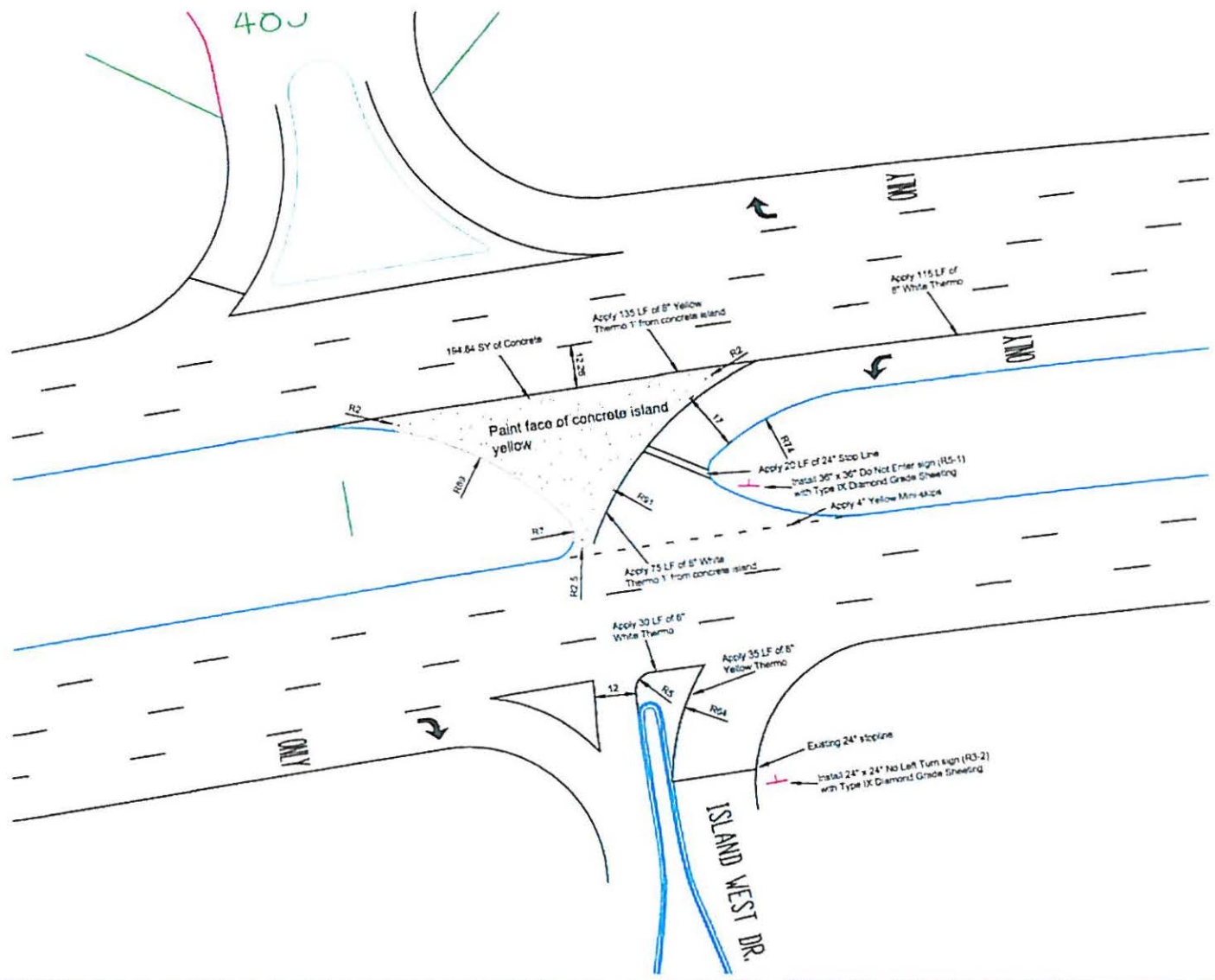
**PROPOSAL**  
**10/22/2014**  
**REV 10-30-14**

Mr. Colin Kinton, P.E.  
Beaufort County Engineering Department

**US 278 @ ISLAND WEST DRIVE MEDIAN MODIFICATIONS**

<u>DESCRIPTION</u>	<u>UNIT</u>		<u>UNIT \$</u>	<u>TOTAL</u>
MOBILIZATION	1	LS	\$ 7,125.00	\$ 7,125.00
	<i>Mobilization</i>	<i>1</i>	<i>LS</i>	
	<i>Layout</i>	<i>1</i>	<i>LS</i>	
	<i>Testing - Conc Cylinders</i>	<i>1</i>	<i>LS</i>	
	<i>PM</i>	<i>15</i>	<i>Hrs</i>	
	<i>Superintendent</i>	<i>20</i>	<i>Hrs</i>	
TRAFFIC CONTROL	3	Days	\$ 4,550.00	\$ 13,650.00
CONCRETE MEDIAN	195	SY	\$ 106.00	\$ 20,670.00
4" YELLOW THERMO MINI-SKIP STRIPES	24	LF	\$ 6.00	\$ 144.00
8" WHITE THERMO SOILD LINE	220	LF	\$ 4.00	\$ 880.00
8" YELLOW THERMO SOLID LINE	170	LF	\$ 4.00	\$ 680.00
24" SOLID WHITE THERMO STOP BAR	20	LF	\$ 10.00	\$ 200.00
PAINTED FACE OF CONCRETE MEDIAN	225	LF	\$ 2.00	\$ 450.00
RAISED PAVEMENT MARKERS	12	EA	\$ 10.00	\$ 120.00
	<b>PROJECT TOTAL</b>			<b>\$ 43,919.00</b>

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	POST MILE	SHEET NO.	TOTAL SHEETS
	SC	BEAUFORT CO.				1	1



DATE	REVISION		BEAUFORT COUNTY TRAFFIC ENGINEERING DEPARTMENT P.O. DRAWER 228 BEAUFORT, SOUTH CAROLINA 29501 (843) 251 - 2345
			SUBJECT TITLE ISLAND CONSTRUCTION US 278 (Forcing Island Road) & Island West Drive
DATE	BY	CITY	COUNTY
		BEAUFORT	BEAUFORT
DATE	BY	ENGINEER	ENGINEER
		SCK	
DATE	BY	CHECKER	CHECKER
		SCK	
SCALE	DATE	DATE	DATE
1" = 30'	11/13/2013		
1 OF 1			



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

**VIA:** Gary Kubic, County Administrator  
Joshua Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Robert McFee, Director of Engineering & Infrastructure  
Dave Thomas, Purchasing Director  
Monica Spells, Compliance Officer

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

**SUBJ:** Foreman Hill Road Traffic Calming Study

**DATE:** November 10, 2014

**BACKGROUND:** Foreman Hill Road was paved and connected to Malphrus Road in spring 2012. Prior to paving and afterwards, residents along Foreman Hill Rd. have expressed their concerns regarding vehicle speeds and the increase in cut-through traffic. Beaufort County Traffic Engineering has collected vehicle speed and traffic count data on at least three separate occasions documenting traffic conditions which are detailed in the attached study.

Utilizing the Beaufort County Traffic Calming Policy adopted by County Council on August 26, 2013 and an analysis of existing conditions, Beaufort County Traffic Engineering recommends the installation of additional measures to aid in controlling vehicle speeds on Foreman Hill Rd. Recommendations include a series of four speed humps spaced between existing median chicanes and a mini-traffic calming circle at the northern end of Foreman Hill Road.

Beaufort County EMS and Bluffton Fire District were notified of the study's recommendations and have indicated their concern regarding the impact to response times but do not object to the traffic calming plan. Impacted residents have provided a signed petition, as required of the adopted policy, which indicates 91 percent of the residents approve of the recommended traffic calming plan.

The engineer's estimate to construct four speed humps and one mini-traffic calming circle is \$30,000 to \$50,000 depending on a more detailed design and materials used.

**FUNDING:** Account #2342001T-51160, Tag Funds.

**FOR ACTION:** Public Facilities Committee occurring on November 17, 2014

**RECOMMENDATION:** The Public Facilities Committee approves and recommends to County Council the Traffic Calming Plan for Foreman Hill Road with a budget not to exceed \$50,000 for implementation of traffic calming measures.

Attachments: Traffic Calming Policy  
Foreman Hill Road Traffic Calming Study

## Beaufort County - Traffic Calming Policy

June 11, 2013

1. Process starts with written request from Homeowners Association or residential neighborhood group.
2. Traffic Engineering Staff will meet with neighborhood representatives to discuss study need, study scope and neighborhood limits
3. Traffic Engineering Department conducts study of neighborhood. Study may include
  - a. Speed studies using radar gun
  - b. Traffic Counts
  - c. Signing evaluation and appropriateness
  - d. Accident Analysis
  - e. Pedestrian Access evaluation
  - f. Intersection and Corridor Condition Diagrams
4. Once data collected, evaluation completed to determine demonstrated need and applicability
5. For Speed Humps and Speed Tables, the following conditions must exist:
  - a. Posted speed limit of 30 mph or less
  - b. Speed study demonstrates need with 85% speed greater than 10 mph over posted
  - c. Volume less than 2,500 vehicles per day
  - d. Roadway classified as either Local or Minor Collector
  - e. Location will not have significant interruption of emergency services
  - f. Neighborhood agrees to share in funding of improvements
6. For other calming devices, the following conditions must exist:
  - a. Posted speed limit of 35 mph or less
  - b. Speed study demonstrates need with 85% speed greater than 10 mph over posted
  - c. Volume less than 3,500 vehicles per day
  - d. Roadway classified as either Local or Minor Collector
  - e. Location will not have significant interruption of emergency services
  - f. Neighborhood agrees to share in funding and/or maintenance of improvements
7. Proposed Traffic Calming Plan must be approved by 75 percent of those owning real property within the residential development
8. Proposed traffic calming plan and requisite budget are given necessary Committee/County Council approval.
9. Expenditure of traffic calming funds on first come first serve basis as funds permit.
10. Traffic calming features may include the following:
  - a. Speed humps
  - b. Speed tables (raised crosswalks)
  - c. Roadway narrowing (Chicanes)
  - d. Mini traffic circles
  - e. On-street Parking bump-outs
  - f. Pavement markings and signing based on guidance of MUTCD
11. Follow-up Study will be completed 3-12 months after traffic calming plan has been enacted to determine compliance and results.

***Traffic Calming Study***

**Foreman Hill Road  
Bluffton, SC**

***Prepared By:***

**Beaufort County Traffic Engineering**

## 1.0 Introduction

The roadway under consideration is Foreman Hill Road in Bluffton, South Carolina. Foreman Hill Road is a 0.9 mile long residential roadway that is owned and maintained by Beaufort County. Foreman Hill Road is essentially an extension of Malphrus Road to Ulmer Road/Shad Avenue. Shad Avenue leads to a small residential community on the May River. Figure 1.1 shows a map of the area surrounding Foreman Hill Road. Foreman Hill Road had been a dead-end dirt road. Beaufort County paved the roadway and connected it to Malphrus Road in 2011. During the paving of Foreman Hill Road, three median chicanes were installed in an effort to control speeding on the roadway. After completion of the project, residents began complaining about speeding and cut-through traffic. Since then, Beaufort County has conducted three speed studies and installed centerline and edgeline pavement markings along the entire length of the roadway. Beaufort County has also collected traffic volume data on Foreman Hill Road using pneumatic tubes and manual counts. The purpose of this study is to analyze the results of the previous speed studies, traffic volume data and to investigate potential traffic calming measures that could be implemented.



Figure 1.1 Road Layout

## 2.0 Existing Conditions

The posted speed limit on Foreman Hill Road is 25 miles per hour (mph). The roadway cross-section consists of 2 – 11 ft wide lanes in a 50 ft right-of-way. There are three median chicanes on Foreman Hill Road. The locations of the chicanes are shown in Figure 2.1. Pictures of the chicanes and the roadway are attached in Appendix A. Chicane 1 and 3 provide a significant change in curvature of the roadway and are effective at reducing vehicle speeds around the chicanes. Chicane 2 only slightly increases the curvature of the roadway. Because of the spacing of chicanes, there is ample distance to allow vehicles to accelerate above the speed limit between each device.



Figure 2.1 Chicane Locations



### 3.0 Data Collection and Analysis

Beaufort County has conducted the following data collection:

- Spot Speed Studies Using Radar Gun
- Twenty-Four Hour Counts Using Pneumatic Tubes
- Turning Movement Counts

#### 3.1 Vehicle Speed Analysis

Beaufort County Traffic Engineering has conducted three spot speed studies on Foreman Hill Road since December 2012 in response to requests from residents. Figures 3.1 and 3.2 indicate the speed distribution of observations from each of the three speed studies. Vehicle speeds were collected via radar gun at the same location for all of the speed studies. As seen in Figures 3.1 – 3.3, vehicle speeds have increased from an 85<sup>th</sup> percentile speed of 32.5 mph in December 2012 to an 85<sup>th</sup> percentile speed of 34 mph in September 2013 and September 2014. The September 2014 study indicates that 50 percent of vehicles measured on Foreman Hill Rd were travelling at 30 mph or greater.

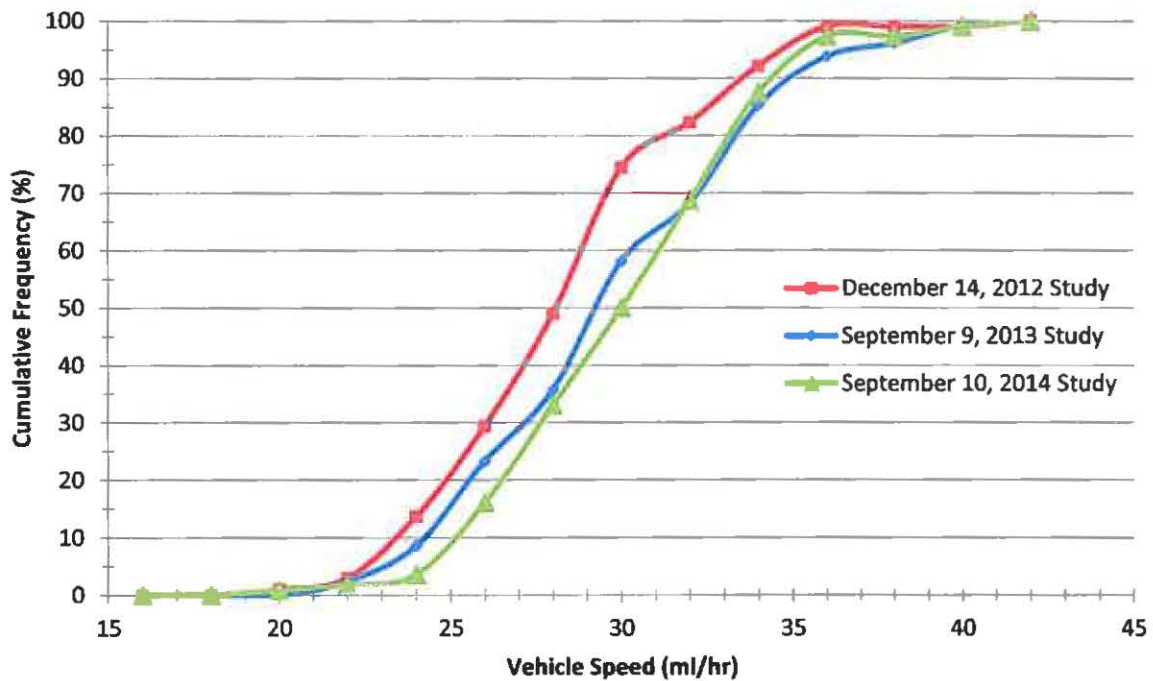


Figure 3.1

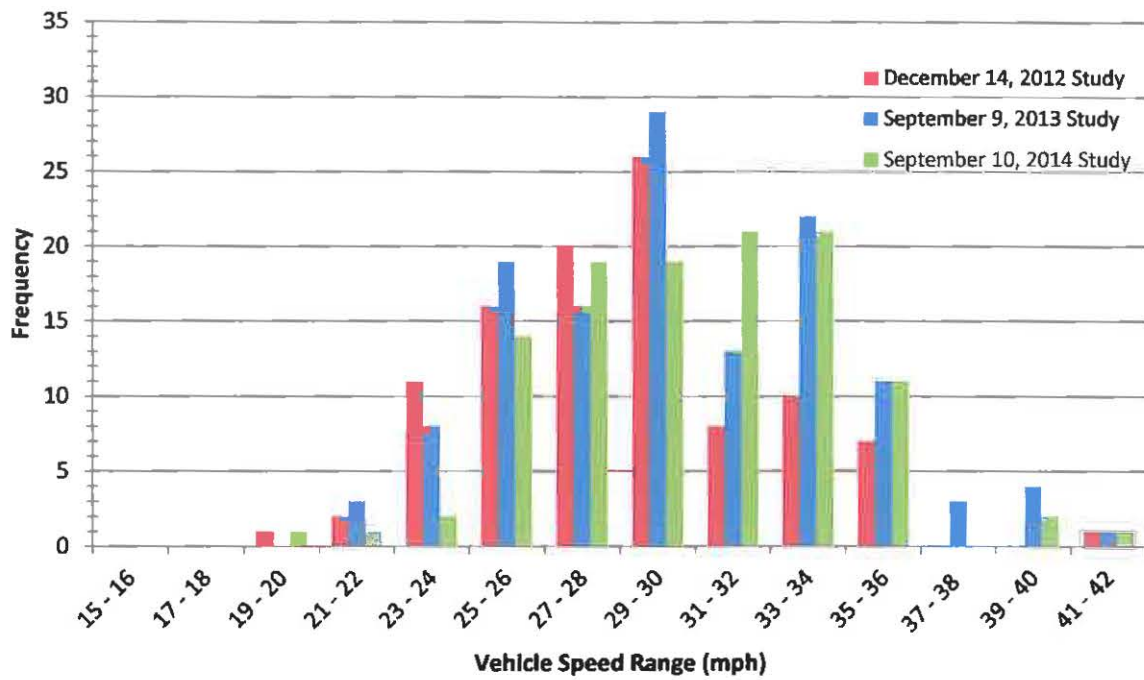


Figure 3.2

Speed Statistic	December 14, 2012 Study	September 9, 2013 Study	September 10, 2014 Study
Data Collection Time	12:00 pm – 1:45 pm	2:45 pm – 4:20 pm	2:15 pm – 3:45 pm
Total Observations	102	129	112
Mean Speed	29.2 mph	30.6 mph	30.9 mph
85th Percentile Speed	32.5 mph	34 mph	Approx. 34 mph
10 mph Pace	25-34 mph	25-34 mph	25-34 mph

Figure 3.3 Speed Studies' Statistics Comparison

### 3.2 Turning Movement Counts

Three AM and PM peak hour turning movement counts have been performed at the intersection of Foreman Hill Road and Ulmer Road/Shad Avenue since the beginning of 2013. Figure 3.4 offers a comparison of volume statistics from each of the turning movement counts. Figure 3.5 provides the average annual daily traffic volumes (AADT) for years 2013 and 2014

## TURNING MOVEMENT COUNT

	Volume Statistic	Count Date		
		January 31, 2013	October 30, 2013	October 2, 2014
AM PEAK HOUR	Total Intersection Volume (veh)	179	198	264
	Total Volume on Foreman Hill Road (Entering + Exiting)	76	97	155
PM PEAK HOUR	Total Intersection Volume (veh)	202	218	204
	Total Volume on Foreman Hill Road (Entering + Exiting)	104	132	124

**Figure 3.4 Turning Movement Counts Summary**

Date of Count	24 Hour Volume	AM Peak Hour Volume	PM Peak Hour Volume	AADT From 3 Day Average Volume
9/24/2013	2,202	192	209	2,000 vehicles per day
9/25/2013	2,141	178	210	
9/26/2013	2,153	165	196	
9/30/2014	1,490	147	148	1,375 vehicles per day
10/1/2014	1,468	141	158	
10/2/2014	1,428	153	130	

**Figure 3.5 Pneumatic Tube Counts Summary**

### 4.0 Potential Solutions and Safety Concerns

The following sections provide a plan to reduce speeding and improve safety along Foreman Hill Road.

#### 4.1 Speed Humps

One potential strategy to reduce speeding is to install speed humps at various locations on Foreman Hill Road. Studies have determined that properly designed, installed and spaced speed humps can result in a significant reduction of vehicle speeds exceeding 30 mph with most vehicles travelling at 20-25 mph.

Since Foreman Hill Road is a county owned and maintained roadway, the installation of speed humps is only permissible if the roadway meets the conditions set forth in the Beaufort County Traffic Calming Policy, which is attached to this report in Appendix B. Figure 4.1 summarizes the conditions for the installation of speed humps and whether or not Foreman Hill Road meets the conditions based on the collected data. The 85<sup>th</sup> percentile speed indicates slightly less than the baseline to install speed humps; however, due to the high percentage of traffic travelling at speeds of 30 mph or greater, speed humps should be considered for installation. With proper design, speed humps do have the ability to reduce speeding. Based on criteria from the Institute of Transportation Engineers (ITE) and Federal

Highway Administration (FHWA), speed humps should be spaced between 250 to 550 ft in order to achieve consistent vehicle speeds averaging 25 mph. Speed humps should be placed halfway between other existing traffic calming devices to manage a consistently lower vehicle speed. Potential locations for speed humps are shown in Figure 4.2. Sample pictures and details of typical speed humps are shown in Appendix C.

Traffic Calming Policy Condition	Foreman Hill Road Condition	Condition Met
Posted speed limit of 30 mph or less	Posted speed limit is 25 mph	Yes
85 <sup>th</sup> percentile speed greater than 10 mph over posted speed limit	85 <sup>th</sup> percentile speed is 9 mph over the posted speed limit	No
Volume less than 2,500 vehicles per day	AADT of 2,000 vehicles per day	Yes
Roadway classified as local or minor collector	Roadway is classified as local	Yes
Location will not have significant interruption of emergency services	Unlikely to have significant interruption	Yes
Neighborhood agrees to share in funding of improvements	Unknown at this time	Unknown

**Figure 4.1 Beaufort County Traffic Calming Policy Conditions**

#### 4.2 Sidewalk

Another potential strategy to improve safety is to install a sidewalk on one side of the roadway. Residents along Foreman Hill Road have expressed concern about the safety of pedestrians that walk along Foreman Hill Road. A solution to improve safety of pedestrians is to install a sidewalk along at least one side of the roadway. Foreman Hill Road has a 50' wide right-of-way with open drainage. Given the cross section and right-of-way, there should be sufficient space to accommodate a sidewalk on one side of the roadway. This will require further storm water analysis to determine if drainage will be impacted.

Installing sidewalk along Foreman Hill Road would be considered the first step towards an important new network of sidewalk in the area. There are many residents that live along Malphrus Road and in the Alljoy area. There is also a recreation facility nearby on Ulmer Road. McRiley Elementary School is nearby on Burnt Church Road, and downtown Bluffton is not far away. The future network of sidewalk would begin at the existing pathway on Bluffton Parkway, down Malphrus Road and Foreman Hill Road, and then along Ulmer Road to connect with Burnt Church Road. Sidewalk would then be added along Burnt Church Road from Ulmer Road to connect with existing sidewalk on Bruin Road. Sidewalk could also be added to Alljoy Road and Shad Avenue giving residents in the Alljoy area pedestrian access to many facilities.

#### 4.3 Mini Traffic Circle

A mini traffic circle is another strategy to reduce speeding on the roadway. A mini traffic circle is a traffic calming method that involves placing a small, landscaped or painted circle in the center of an intersection. This requires approaching vehicles to change their path and go around the circle, which reduces vehicle speeds. Mini traffic circles are a relatively popular traffic calming device for neighborhoods as they can be aesthetically pleasing and inexpensive to install. Near the north end of Foreman Hill Road, there is a wide section of roadway that was previously a cul-de-sac. This location would be ideal to install a mini traffic circle. A map showing the location of the mini traffic circle in relation to the proposed speed humps is shown in Figure 4.2 and a picture of the potential mini traffic circle location is shown in Figure 4.3. Sample pictures of mini traffic circles and a sketch of the potential circle installation on Foreman Hill Road are show in Appendix D.



**Figure 4.2 Potential Speed Hump and Mini Traffic Circle Location**



**Figure 4.3 Photo of Potential Mini Traffic Circle Location**

**5.0 Recommendations**

After careful review of data and existing conditions, Beaufort County Traffic Engineering recommends installation of a mini traffic circle and four speed humps in the locations shown in Figure 4.2. Sidewalk should also be considered for installation along on one side of the roadway pending a more thorough design review. A cost estimate for the proposed traffic calming measures is presented in Figure 5.1.

Traffic Calming Device	Quantity	Unit Price (\$)	Price (\$)
Speed Hump	4	3,000	12,000
Mini Traffic Circle	1	10,000	10,000
<b>TOTAL COST WITH CONTINGENCY =</b>			<b>\$30,000</b>

**Figure 5.1 Cost Estimate**

APPENDIX A



Chicane 1



Chicane 2



**Chicane 3**



**Roadway Cross Section**



## APPENDIX B

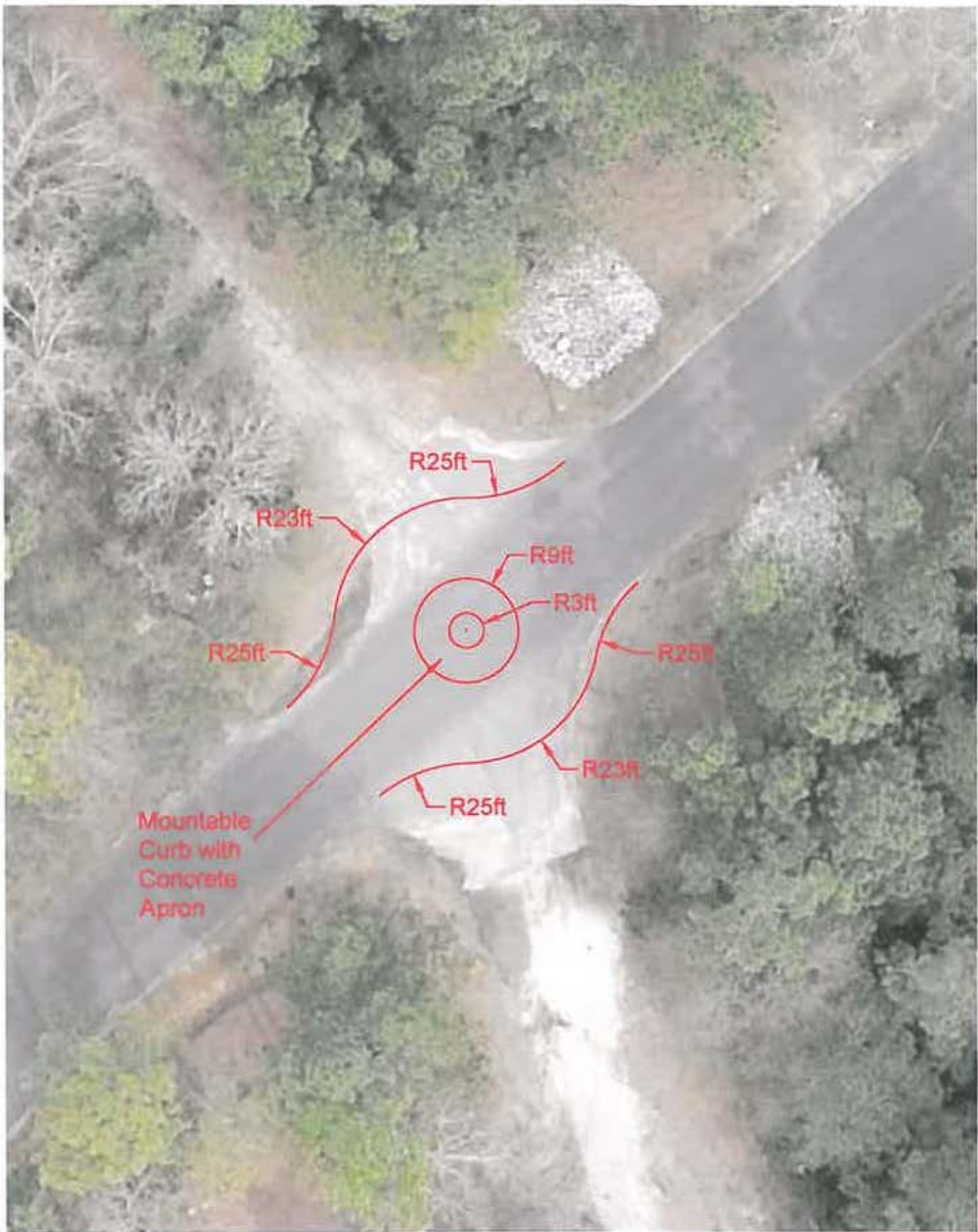
### Beaufort County - Traffic Calming Policy

June 11, 2013

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  - b. Traffic Counts
  - c. Signing evaluation and appropriateness
  - d. Accident Analysis
  - e. Pedestrian Access evaluation
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  - b. Speed study demonstrates need with 85% speed greater than 10 mph over posted
  - c. Volume less than 2,500 vehicles per day
  - d. Roadway classified as either Local or Minor Collector
  - e. Location will not have significant interruption of emergency services
  - f. Neighborhood agrees to share in funding of improvements
6. For other calming devices, the following conditions must exist:
  - a. Posted speed limit of 35 mph or less
  - b. Speed study demonstrates need with 85% speed greater than 10 mph over posted
  - c. Volume less than 3,500 vehicles per day
  - d. Roadway classified as either Local or Minor Collector
  - e. Location will not have significant interruption of emergency services
  - f. Neighborhood agrees to share in funding and/or maintenance of improvements
7. Proposed Traffic Calming Plan must be approved by 75 percent of those owning real property within the residential development
8. Proposed traffic calming plan and requisite budget are given necessary Committee/County Council approval.
9. Expenditure of traffic calming funds on first come first serve basis as funds permit.
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  - d. Mini traffic circles
  - e. On-street Parking bump-outs
11. Pavement markings and signing based on guidance of MUTCD Follow-up Study will be completed 3-12 months after traffic calming plan has been enacted to determine compliance and results

APPENDIX C  
SAMPLE SPEED HUMP PICTURES AND DETAILS

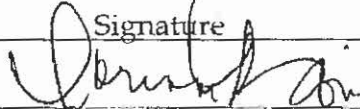
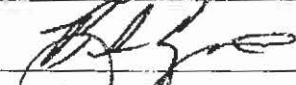
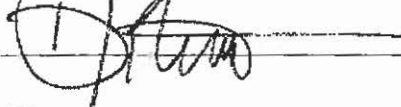

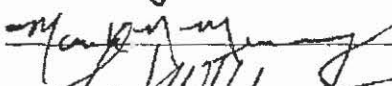
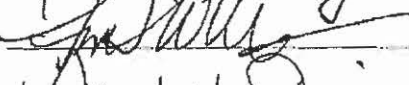




## Beaufort County Traffic Engineering

We, the undersigned residents/property owners of Foreman Hill Road petition the Beaufort County, Traffic Department to quickly take steps to implement the recommendations under the Traffic Calming Study to fund and implement the speed reduction (calming) actions on Foreman Hill Rd. Specifically, we feel the recommendations of 4.1 *Speed Humps* and 4.3 *Mini Traffic Circle* will be the most effective and cost efficient method of addressing the current issue. In addition, the residents feel the inclusion of additional signage to reinforce to drivers the posted speed limit (beyond the current two signs), the potential for pedestrian traffic and request additional signage that speed limits will be strictly enforced.

Given consideration that the residents/property owners objected to and opposed the plan to open of Foreman Hill Road to thru traffic and felt original designs for traffic calming initiatives were inadequate, we feel minimal, if any, property owner finical participation is warranted or appropriate for this situation.

Address	Signature	Printed Name
12 Foreman Hill Rd		DORIANE BOWI
20 Foreman Hill Rd		Brian A Esposito
28 Foreman Hill Rd		DAVID JUSTIN
31 Foreman Hill Rd		
36 Foreman Hill Rd	Patrick Kelley	Patrick Kelley
40 Foreman Hill Rd	Jack Sherman	40 FOREMAN HILL RD JACK SHERMAN
45 Foreman Hill Rd		
50 Foreman Hill Rd		ANN M. TESAR
56 Foreman Hill Rd	Dean M. Warner	DEAN M. WARNER
62 Foreman Hill Rd	Cindy Scott	Cindy Scott
69 Foreman Hill Rd	Nancy Phillips	Nancy Phillips
70 Foreman Hill Rd		Mark N MURRAY
78 Foreman Hill Rd		Amber W White
83 Foreman Hill Rd	Sarah & Jim Snow	SARAH/JIM SNOW
84 Foreman Hill Rd	Shobert Sandy Roberts	

93 Foreman Hill Rd Scarlett C. Thayer Scarlett C. Thayer  
94 Foreman Hill Rd ~~[Signature]~~ Douglas Stewart Jr.  
100 Foreman Hill Rd Tammy Walter D., Tammy Walters.  
103 Foreman Hill Rd Tamara S. Davis Tamara S. Davis  
113 Foreman Hill Rd ~~[Signature]~~ Laura Sterling  
114 Foreman Hill Rd ~~[Signature]~~ ALYSON ROGERS  
108 Foreman Hill Rd ~~[Signature]~~ Todd Roberts

Respectfully Submitted'

Mark Murray  
70 Foreman Hill RD  
Bluffton, SC 29910  
281-797-7321



**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  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer  
Monica Spells, Compliance Officer  
Dave Thomas, Purchasing Director

FROM: Rob McFee, County Engineer

SUBJ: **Beaufort County Design Build Construction for Dirt Road Paving Contract #49 RFP #100914E  
Huspah Court North, Huspah Court South, Hobcaw Drive (County Council District #1), Gator Lane,  
Turtle Lane (County Council District 2) and Major Road (County Council District #3)**

DATE: November 12, 2014

**BACKGROUND.** Beaufort County issued a Request for Proposals from qualified firms to design and build the Dirt Road Paving Contract #49. The following firm responded and provided a proposal for the project on 10/09/14.

<u>PROPOSER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
J.H. Hiers Construction with Andrews & Burgess, Inc.	715 Green Pond Hwy, Walterboro, SC	\$ 1,311,080

The design-build proposal process differs from a typical construction bid, in that the proposers outline how they would accomplish the project within a specified cost. In this regard, proposals are reviewed on the basis of the "value offered" rather than solely on the lowest price. A selection committee consisting of the Director of Engineering and Infrastructure, Public Works Director, Public Works Roads & Drainage North Superintendent, and Engineering Construction Manager reviewed the proposal and found the pricing to be fair and reflective of the scope. The committee subsequently met with the team of J.H. Hiers/Andrews & Burgess to discuss work scope and possible savings. At the committee's request, the Hiers Construction/Andrews team submitted a final and best value offer with two items having potential savings of \$49,000 and three other items with potential savings requiring validation at the end of the design work. Actual savings from these items will be applied as a reduction in the total contract amount.

**SMB OUTREACH PLAN.** This solicitation sought proposals only and did not require proposers to seek quotes from potential local small and minority subcontractor; however, proposers were required to describe a "small and minority business outreach plan" for the construction phase of the project unless self-performing all work. The County's Compliance Officer reviewed the Hiers Construction/Andrews & Burgess team proposal and determined the team provided a satisfactory SMB outreach plan for delivery of the project.

On the basis of the qualification of the firm and the value offered, the selection committee recommends award of Design-Build Contract #49 to J.H. Hiers Construction/Andrews & Burgess, Inc., in the amount of \$1,311,080. The project will be funded by BCTC & TAG Funds.

**FOR ACTION:** Public Facilities Committee Meeting on November 17, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to J. H. Hiers Construction/Andrews & Burgess to design and build the Dirt Road Paving Contract #49 in the amount of \$ 1,311,080 funded by BCTC/TAG funds for dirt road improvements.

JRM/DS/mjh

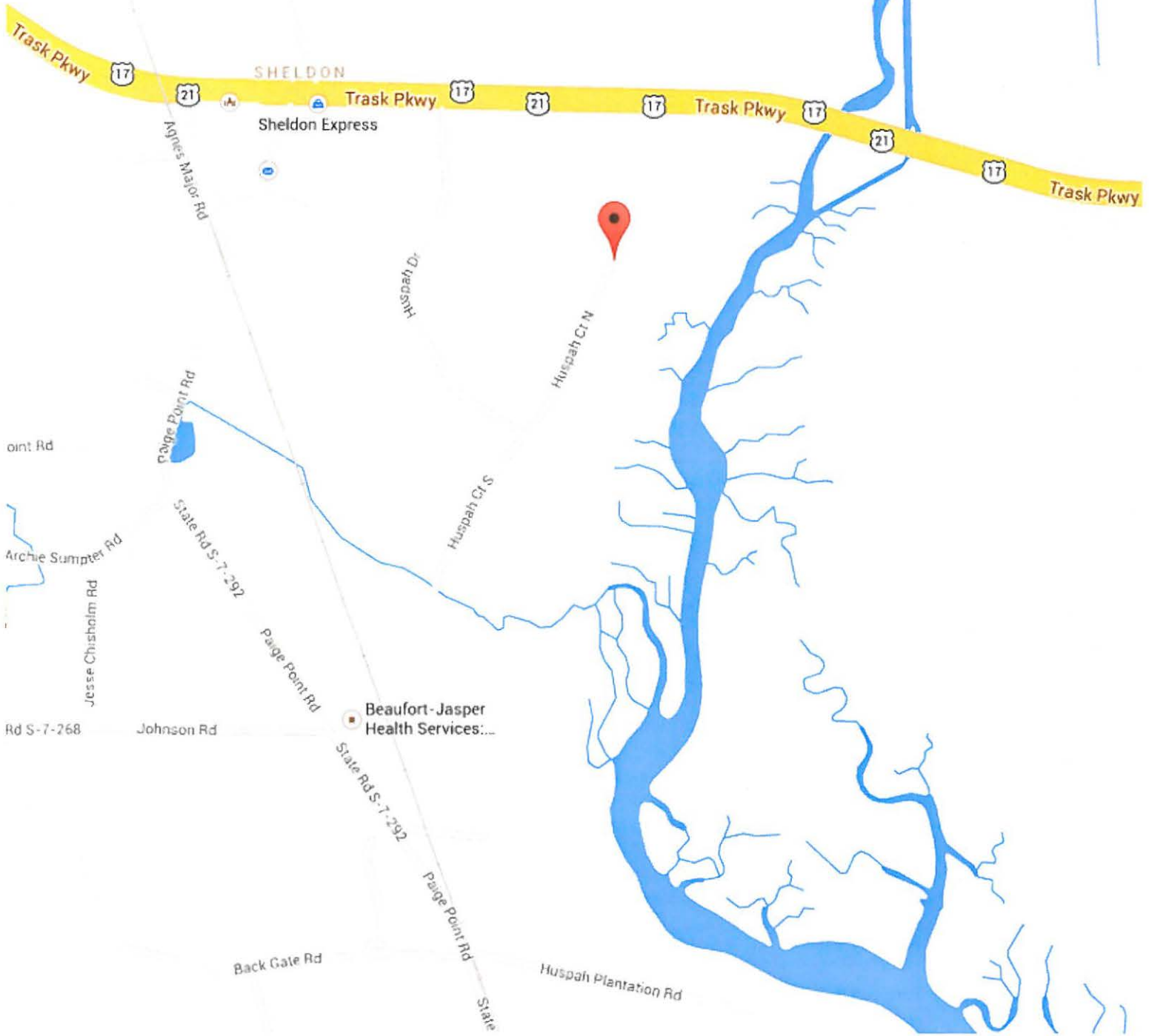
Attachments: Location Maps

cc: Eddie Bellamy

# Huspah Ct N - Google Maps

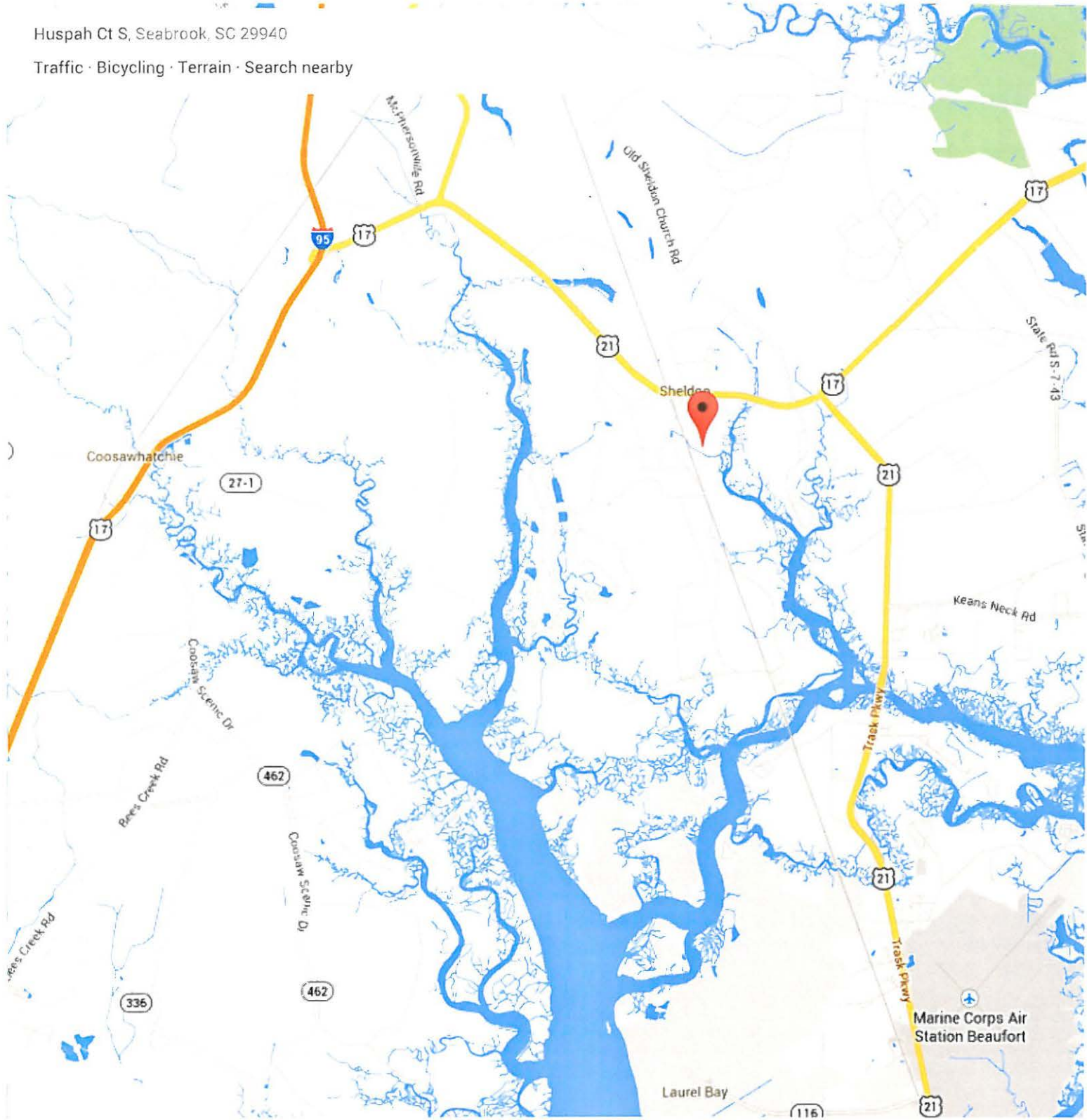
Huspah Ct N, Seabrook, SC 29940

Traffic · Bicycling · Terrain · Search nearby



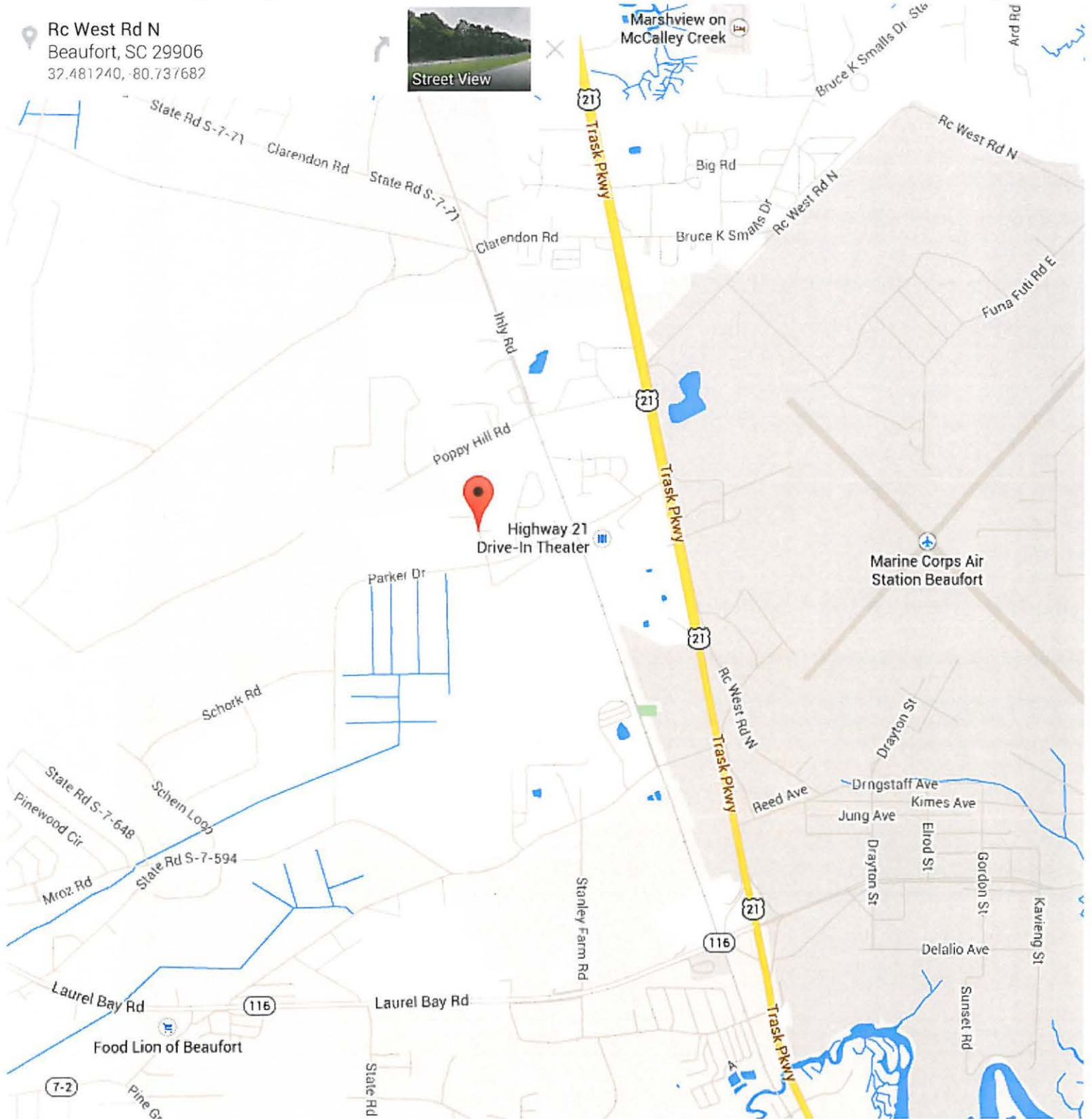
Huspah Ct S, Seabrook, SC 29940

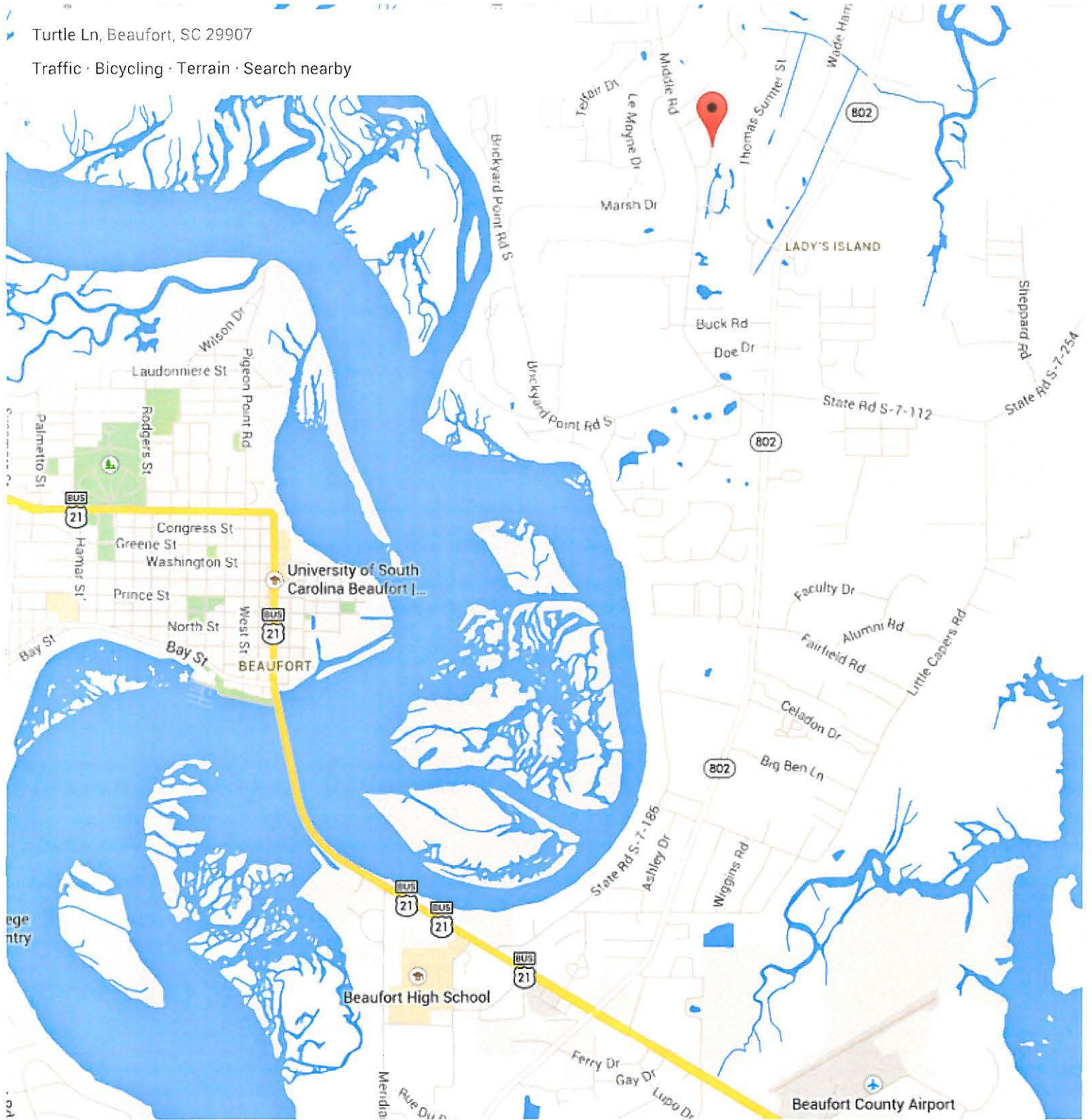
Traffic · Bicycling · Terrain · Search nearby





Rc West Rd N  
Beaufort, SC 29906  
37.481240, -80.737682

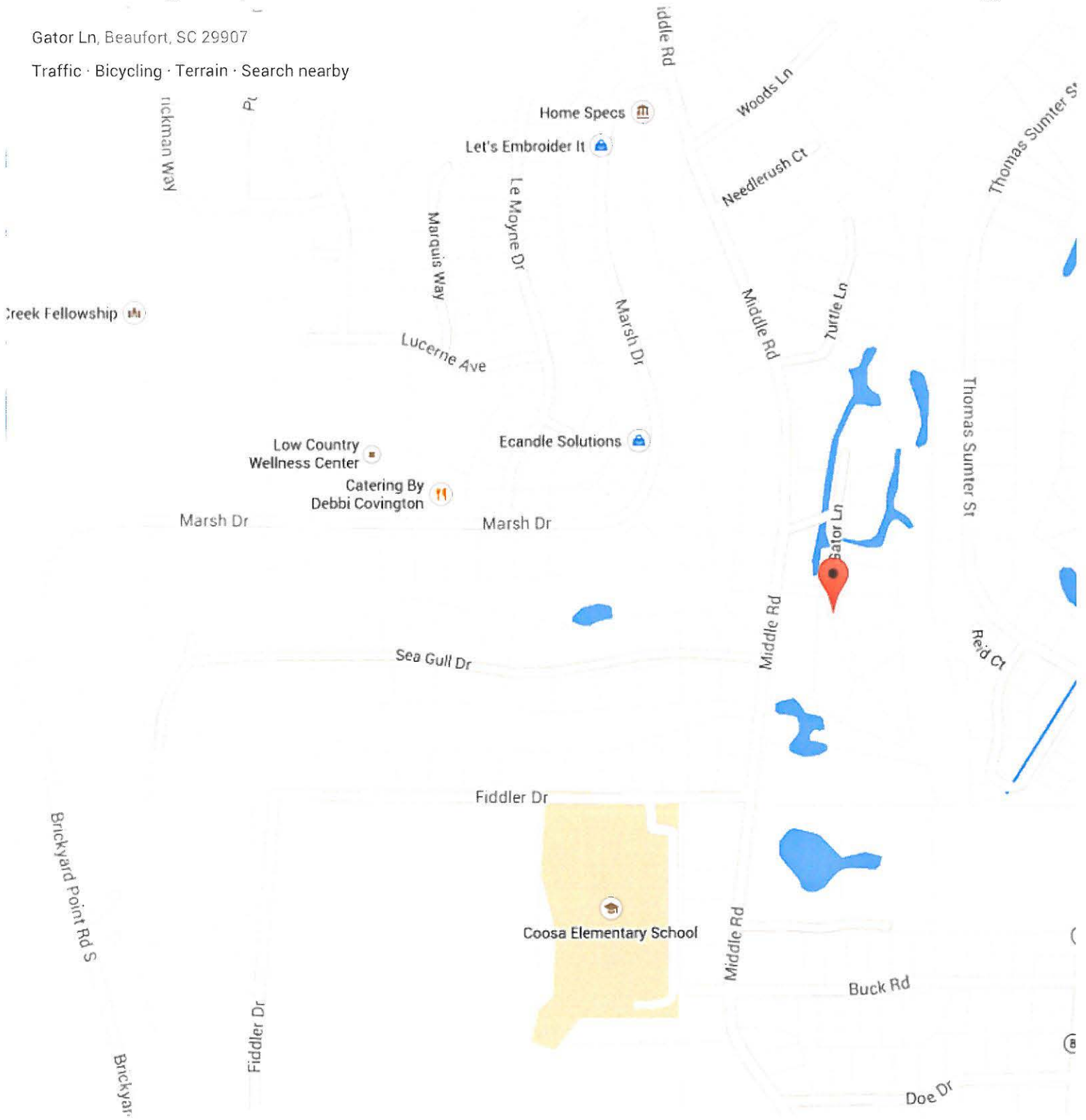


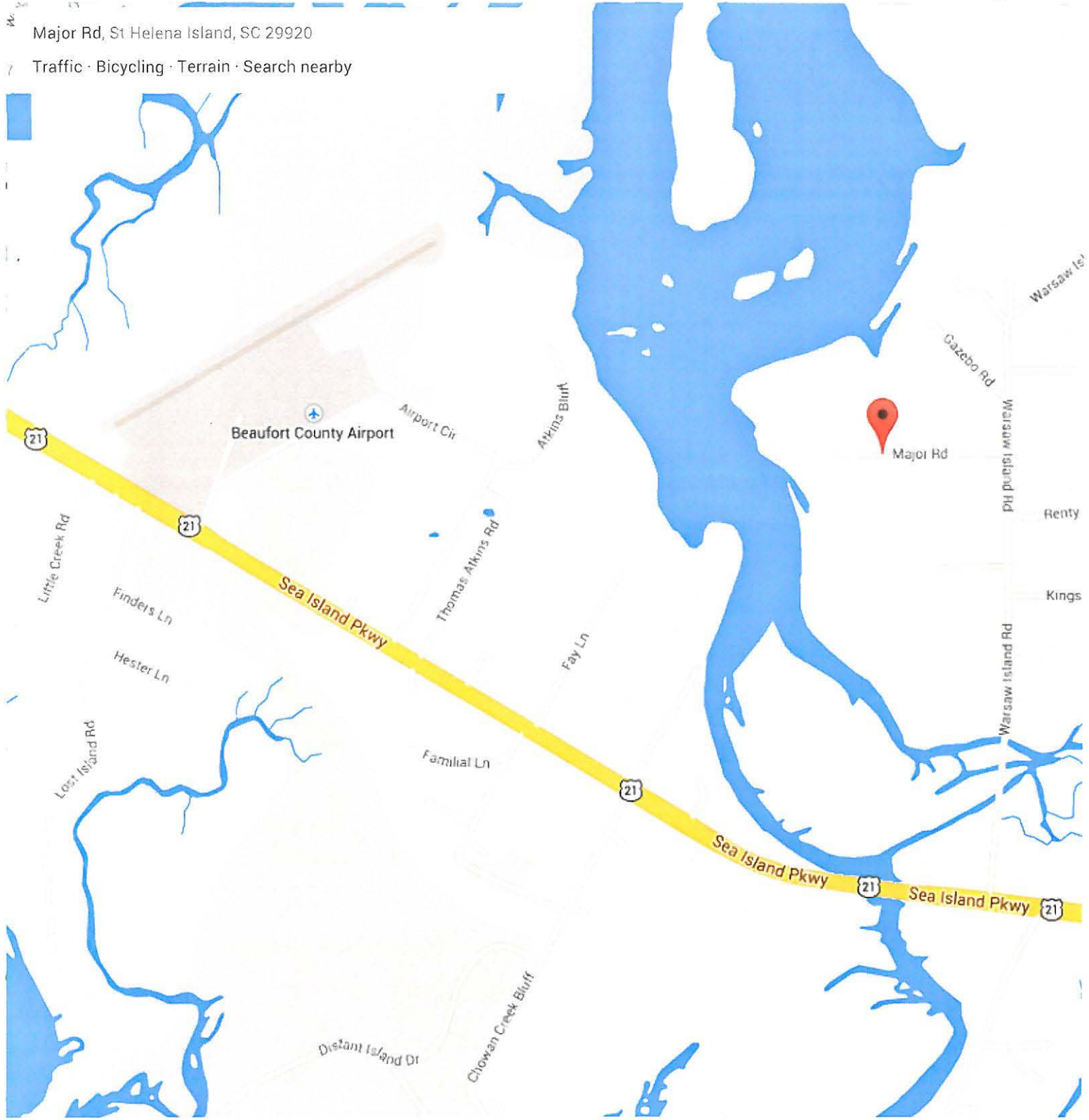


# Gator Ln - Google Maps

Gator Ln, Beaufort, SC 29907

Traffic · Bicycling · Terrain · Search nearby





Major Rd, St Helena Island, SC 29920  
Traffic · Bicycling · Terrain · Search nearby

OFFICE OF THE COUNTY ADMINISTRATOR  
COUNTY COUNCIL OF BEAUFORT COUNTY

GARY T. KUBIC  
COUNTY ADMINISTRATOR

CHERYL HARRIS  
EXECUTIVE ASSISTANT

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2026  
FAX: (843) 255-9403  
[www.bc.gov.net](http://www.bc.gov.net)

JOSHUA A. GRUBER  
COUNTY ATTORNEY /  
DEPUTY COUNTY ADMINISTRATOR

November 14, 2014

Mr. Gerald Dawson, Chairman  
Public Facilities Committee  
Beaufort County Council  
100 Ribaut Road  
Beaufort, SC 29902

Re: Recommendation / Future Use / Federal Courthouse Building

Dear Chairman Dawson:

On October 8, 2014, Beaufort County solicited for Request for Proposals (RFP/#100814) for the potential future use of the Federal Courthouse Building. This facility is located at 1501 Bay Street, Beaufort, South Carolina, 29902.

While there was interest by several parties, only one proposal was submitted.

The Santa Elena Foundation, PO Box 1005, Beaufort, South Carolina, 29901, was the sole bidder. Their offer was zero dollars. Instead, the Foundation proposed the building use as a historical interpretive center and archaeological laboratory.

However, the Foundations states, "If the Santa Elena Foundation and Beaufort County agree on a sale of the property to the Foundation, the Santa Elena Foundation will agree to purchase the property for the current appraised value, less the amortized value of the capital improvements made by the Foundation."

Their proposal also indicates that to repurpose the building as a historical interpretation center and archaeological laboratory that they have use of the building and property for a period of three years with automatic renewal for a successive three year period, unless a two-year notice to terminate and vacate is provided by either party.

Finally, to repurpose the building, the Foundation requests a fifty thousand dollars investment from the Beaufort County. Since this original request, the County received a second request from the Foundation on October 24, 2014 for \$100,000 (an additional \$50,000) to cover the up-fit, a down payment on the "*Imagining La Florida*" Exhibit and other operational expenses.

Within the Foundation's proposal are an annual projection of 50,000 to 250,000 visitors to the historical center, 51 to 261 travel-related jobs and a positive annual economic impact estimated at \$5.1 to \$26.1 million dollars.

OFFICE OF THE COUNTY ADMINISTRATOR

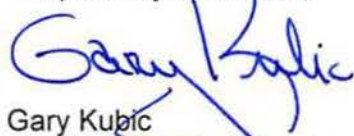
Chairman Gerald Dawson  
November 14, 2014  
Page 2

Administrative Recommendation:

1. Since the Santa Elena Foundation's proposal is in part an economic development proposal based upon the concept that "if you build it, they will come", the County should exercise further due diligence by implementing Section 16 of the Request for Proposals, page 8, titled "Oral Presentations", and invite the Foundation and other historical and tourism experts to make oral presentations on the merits of this initiative.
2. If after the presentation of additional testimony, the members of Beaufort County Council deem this initiative acceptable, then it is the recommendation of Administration that the County and the Santa Elena Foundation negotiate a purchase price for the sale of the land and building to the Santa Elena Foundation in fee simple.
3. The County would also include the assignment of the current parking lease agreements to the Santa Elena Foundation.
4. If members of Council prefer a lease agreement, then it is Administration's recommendation that the lease be a triple net arrangement and includes the parking lease obligations.
5. If members of Beaufort County Council do not prefer these options, the Administration would recommend that a national search be undertaken to identify a suitable purchaser of the property.

If you have any questions, please contact me.

Respectfully submitted,



Gary Kubic  
Beaufort County Administrator

GK:ch

cc: Joshua Gruber, Deputy County Administrator

Attachments:

[Request for Proposals](#)  
[Santa Elena Response to Request for Proposals](#)  
[Santa Elena Summary Proposal](#)  
[Santa Elena Supplemental Letter](#)  
[Pictorial Reference of Site](#)



**Beaufort County**

Purchasing Department

# **Request for Proposals to Purchase County Owned Surplus Property, Federal Court House, Beaufort South Carolina**

<b>ISSUED DATE:</b>	<b>August 22, 2014</b>
<b>RFP DUE DATE/TIME:</b>	<b>October 8, 2014, 3:00 p.m.</b>
<b>RFP NUMBER:</b>	<b>100814</b>
<b>SUBMIT RFP TO:</b>	<b>Purchasing Department 106 Industrial Village Road, Building #2 Beaufort, SC 29906-4291</b>

*Requests for information regarding this RFP solicitation should be directed to the Purchasing Department by calling 843-255-2350 or by email at [dthomas@bcgov.net](mailto:dthomas@bcgov.net)*

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## **Section I Preface**

Beaufort County, South Carolina is accepting sealed proposals from persons/firms interested in purchasing, leasing, or lease to own County owned surplus property described as the Federal Courthouse parcel R12000400007620000, located at 1501 Bay Street, Beaufort, SC, 29901. The property is approximately a .6700 acre parcel. See Exhibit C for plans and a description.

**Proposal Title:** Surplus Property Sale, Federal CourtHouse,  
Approximately .6700 Acre.  
**Proposal Notice Number:** RFP # 100814  
**Closing Date and Time:** October 8, 2014 at 3:00 PM EST  
**Pre-Proposal Meeting:** None  
**Submission Requirements:** One (1) original and two (2) copies

All proposals received in response to this Request for Proposals (RFP) will be evaluated by a selection committee determined by the County and rated upon the evaluation criteria listed herein. If the best Offeror is clearly identified from the point summary listed in the evaluation criteria, there will not be a need for oral presentations to the County; however, if not, an oral presentation from a minimum of the top two rated firms may be required.

This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal, to sell surplus property, or to procure or contract for the articles of goods and services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal request, if in the best interest of the County to do so.

**Questions regarding this RFP should be sent in writing (preferably via e-mail) at least ten (10) calendar days prior to the proposal closing date to the Beaufort County Purchasing Department to:**

**David L. Thomas, CPPO, CPPB**  
**Purchasing Director**  
**Email: [dthomas@bcgov.net](mailto:dthomas@bcgov.net)**  
**Fax: (843) 255-9437**

Answers to questions received that change and/or clarify this solicitation will be posted on the County's website at [www.bcgov.net](http://www.bcgov.net) under the Purchasing Department's page. If it becomes necessary to revise any part of this RFP, addenda will likewise be posted on the County's website. Offerors must acknowledge in writing, receipt of all addenda in the text of their proposals.

All official correspondence in regard to the requirements, terms, and conditions should be directed to and will be issued by the Purchasing Department. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

All material submitted in response to this RFP shall become the property of the County and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.

## **Section II. Background and Purpose**

Beaufort County, SC is accepting sealed proposals from persons/firms interested in purchasing, leasing, or lease to own the aforementioned parcel described above. Sealed proposals will be received by the Purchasing Department, Attn: Dave Thomas, 106 Industrial Village Road, Building # 2, Beaufort, SC 29906-4291 until 3:00 p.m., October 8, 2014.

Interested parties may obtain the solicitation documents from [www.bcgov.net](http://www.bcgov.net). Interested parties shall submit their proposal in the format as described herein together with forfeitable certified funds to be deposited in the escrow account of the County in an amount equal to five percent (5%) of their total offer. If a contract(s) is(are) consummated, the successful Offeror will be required to submit forfeitable certified funds in the amount of fifteen percent (15%) at the time of contract execution with remaining balance due at closing.

**This Request for Proposals shall in no manner be construed as a commitment on the part of Beaufort County to award or enter into an agreement with any proposer.** Beaufort County reserves the right to waive any irregularities in any proposal, to reject any or all proposals, to request additional information or ask for clarifications from any offeror, to solicit new proposals, or to accept any proposal or no proposal at all which in the sole opinion of the County is deemed to be in the County's best interest.

**Request for information/questions regarding this Request for Proposals should be submitted in writing and as directed to below.** Any needed responses to written questions shall be distributed via the County website in the form of an addendum to this solicitation. All addenda issued by Beaufort County must be acknowledged in writing by the proposer. **It shall be the Offeror's responsibility to ensure he/she has all addenda which have been issued by visiting the County's website at [www.bcgov.net](http://www.bcgov.net).**

**Submit questions to:** Dave Thomas, CPPO, Purchasing Director, Beaufort County, PO Drawer 1228, Beaufort, SC 29901-1228 or [dthomas@bcgov.net](mailto:dthomas@bcgov.net). **The last day for questions is no later than 5:00 p.m., October 2, 2014.**

**Submit proposals to:** Beaufort County Purchasing Department, 106 Industrial Village Road, Building #2, Beaufort, SC 29906, Attn: Dave Thomas, CPPO, Procurement Director no later than 3:00 p.m., October 8, 2014. Any bid received after that date and time are considered late and will not be accepted.

**Site Visit:** Site visits are limited and may be scheduled by calling the County's Legal Department at 843-255-2055. The building is currently occupied and will take time to coordinate a site visit. Copies of the recent appraisal information containing pictures and drawings may be available from our Legal Department.

## **Section III. General Information, Terms, and Conditions**

Purchase of County owned surplus property located at 1501 Bay Street, Beaufort, SC 29902. The parcel and building is described as a two story Federal Courthouse, approximately .6700 acre and estimated at 29,341 square feet.

- A. Beaufort County requests sealed proposals from persons/firms for the purchase of the Federal Courthouse to as delineated in this Request for Proposal. All proposals shall be valid for acceptance by the County though December 31, 2014.
- B. The County reserves the right to reject any or all proposals and may, but is not required to, advertise for new proposals. The County further reserves the right to waive irregularities or technicalities in connection with any proposal and/or to seek additional clarifying information from any respondent.
- C. Proposers are required to list, in their proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person engaged in current litigation against the County.
- D. Proposals will not be considered from any respondent that is in arrears or default to Beaufort County upon any debt or contract, has defaulted as surety or otherwise upon any obligation to Beaufort County, has failed to perform faithfully any previous contract with Beaufort County, or has refused to enter into a contract with Beaufort County after having been awarded same.
- E. The County reserves the right to award the parcel to an individual or company that result in the highest price or the overall best interest to the County as determined by County Council.
- F. Interested parties shall submit their proposal with forfeitable certified funds in the form of a bank cashier's check or bank irrevocable letter of credit, to be deposited in the escrow account of the County, in an amount equal to five percent (5%) of their total offer.
- G. The awarded buyer shall be required to enter into a Purchase Agreement similar to that included herein, which will be developed upon notice of award to the successful buyer. The successful buyer will enter into such Agreement no later than October 1, 2014 and shall be required to submit forfeitable certified funds in the amount of fifteen percent (15%) at the time of contract execution with the remaining balance due at closing.

- H. Submitted proposals must be received at the Purchasing Department, attention Dave Thomas, CPPO, 106 Industrial Village Road, Building #2, Beaufort, South Carolina 29906, not later than 3:00 pm, **October 8, 2014**, in a sealed envelope clearly marked on the outside as follows: RFP# 100814 Parcel , The Beaufort County Federal Courthouse, located at 1501 Bay Street, Beaufort, SC, 29901. The building/property is approximately 29,341 square feet, and sets on .6700 acres. Except for the name and address, on other information shall be placed on the outside of the sealed envelope.

#### **Section IV Calendar of Events**

**(This is an estimated schedule and may changed)**

Issuance of RFP	August 22 , 2014
Question Ask Deadline	September 29, 2014
Question Response Deadline	October 2, 2014
RFP Submission Deadline	October 8, 2014 , 3:00 p.m.
Oral Presentations	As Needed
Approximate Contract Award Date	November 1, 2014
Approximate Closing Date	December 1, 2014

#### **Section V Terms, Conditions, and Proposal Submission Instructions**

To be considered, proposals must be submitted to the Beaufort County Purchasing Department no later than the date and time listed in this RFP. Proposals received after that time will not be considered and returned to the Offeror unopened.

Proposals must include all requested information. Failure to respond to any requested item may cause a proposal to be deemed non-responsive.

Due to the possibility of negotiation with all compliant Offerors, the identity of any Offeror or the contents of any proposal shall not be public information until after a contract award is made; and therefore, the public **is not** invited to be present when proposals are opened.

#### **General Submission Instructions, Terms, and Conditons:**

1. Proposals should be prepared simply and economically, providing straightforward, information.
2. If possible, print the proposal on recycled paper.
3. Proposals must be made in the official name of the offering firm or individual under which business is conducted.
4. The proposal cover letter and proposal form must be signed in ink by a representative of the Offeror duly authorized to legally bind the Offeror submitting the proposal.
5. **Offerors should submit one (1) clearly identified original and two (2) copies of their proposal. The County will not photocopy your proposal documents for the purpose**

**of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in proposal rejection.**

6. **Proposals must be submitted in a sealed and opaque envelope or container** and include all requested information.
7. Proposals should be labeled as follows:
  - a. Offeror Name
  - b. Proposal Title
  - c. Proposal Notice Number
  - d. Closing Date
8. Proposals may be delivered via mail/express delivery or hand-delivery and should be in receipt of the Purchasing Department by the date and time listed in this RFP:

Mailing Address

Beaufort County Purchasing Department  
Post Office Drawer 1228  
Beaufort, SC 29901-1228

Physical Address (for express mail and hand delivery)

Beaufort County Purchasing Department  
106 Industrial Village Road, Building #2  
Beaufort, SC 29906

**Proposals will not be accepted via fax or email. All proposals will become the property of Beaufort County upon submission.**

9. Content pages excluding cover letter, exhibits, and tab dividers shall not exceed 30 pages.
10. To achieve a uniform review process and allow for adequate and fair comparability, proposals must meet the following requirements:
  - a. Bound along the left margin in a manner selected by the Offeror;
  - b. Include a cover letter not to exceed one page;
  - c. Printed on letter-size paper (8½ x11);
  - d. Printed in single-space format;
  - e. Printed with one-inch margins left, right, top and bottom;
  - f. Font size at least 12 point
  - g. Single-sided;
  - h. Each page should be consecutively numbered.
  - i. Header or Footer with the Offeror's name
11. The response should contain a cover letter and introduction, including the firm's name and address, and the name and telephone number of the person(s) authorized to represent the Offeror regarding all matters related to the proposal. The cover letter should also contain the following statement:

**“We have read Beaufort County’s *Request for Proposals to Purchase the Federal Courthouse* and fully understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the County shall be judged solely by the County.”**

12. In addition, the cover letter must certify the following:

- a. The proposal response is genuine and is not a sham or collusive.
- b. The response is not made in the interest of or on the behalf of any person not named therein.
- c. The Offeror has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.
- d. The Offeror has not in any manner sought by collusion to secure an advantage over any other respondent.
- e. The Offeror has thoroughly examined the RFP requirements and the proposed offer includes paying for a survey, title insurance and all closing cost to cover the purchase of the property.
- f. The Offeror acknowledges and accepts all terms and conditions included in this RFP.
- g. The Offeror agrees to purchase the property in a manner acceptable to the County and as stipulated in the RFP and subsequent contract.
- h. The Offeror and key professionals do not have nor anticipate a potential conflict of interest with the County.
- i. The Offeror must state that it will meet the insurance requirements as required. The Offeror is specifically advised that it must maintain all required insurance (i.e. professional liability insurance/errors and omissions; comprehensive general liability insurance; automobile liability insurance; and worker’s compensation insurance) for the duration of the contract.

13. Essential Elements of Proposals

Proposals **must include** and will be evaluated on the following:

- Cover Letter
- Grand total price offered for the property(Lease and Lease to own offers may be considered)
- Use of Building
- Job creation possibilities
- Experience in creating a successful business on developed property
- Capital Investment in the project
- Effect on traffic

**Offerors must address and discuss each area contained in paragraph 13 above. Offerors should provide conceptual drawings if available with their proposal.**

#### 14. Prohibition of Gratuities

It shall be unethical for any person to offer, or give, or agree to give any Beaufort County Council Member, County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

**An exception to this rule applies to individuals or firms that currently do business with the County, but shall be limited to that business and should not relate to this RFP. Failure to observe this rule may result in disqualification.**

#### 15. Pre-Proposal Meeting

No formal pre-proposal meeting will be held. Questions may be directed to the staff contact noted herein.

#### 16. Oral Presentations

The County shall have the option to invite Offerors to make oral presentations, to provide an opportunity for evaluating an Offeror through the presentation of its proposal. The County may limit the number of oral presentations conducted to those Offerors ranking highest after initial evaluation of proposals. Offerors will not be informed of their rank at the time of the oral presentations.

The time allotments and the format shall be the same for all oral presentations. Offerors will be given notice of at least two (2) business days prior to the date of an oral presentation. The County may waive the location and medium requirements of an oral presentation upon the written request of an Offeror due to special hardships, such as an Offeror with disabilities or limited resources. In these circumstances, the County may conduct oral presentations through an alternative written or electronic medium (i.e. telephone, video conference, text telephone (TTY), or Internet).

#### 17. Effective Period of Proposals

Proposal responses remain in effect for at least one hundred and twenty (120) days from the submission deadline and thereafter until either the Offeror withdraws the response in writing, a contract is executed, or the RFP is canceled, whichever occurs first.

#### 18. Disqualification of Proposals

Proposals received after the submission deadline will be considered late and shall be automatically disqualified.

Proposals that are not responsive or fail to comply with the mandatory requirements of this RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals can include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or incorrect format.

Collusion by two or more Offerors agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposals or termination of a contract.

#### 19. Right of Rejection

Notwithstanding any other provisions of this RFP, the County reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is further within the right of the County to reject responses that do not contain all elements and information requested in this document

#### 20. Contract Negotiations

After a review of the responses and possible oral presentations, the County intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, or the contract awards may be for segments, phases, or specific tasks associated with a proposal. The County reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Offerors are therefore encouraged to detail the pricing associated with their proposals so that costs are indexed to specific tasks or project phases. This will allow the County to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so. If a contract is not finalized in a reasonable period of time, the County may open negotiations with the next ranked Offeror.

#### 21. Award of Contract(s)

The Offeror to whom the contract(s) is/are awarded shall be required to enter into a written contract with the County (see sample contract included herein). This RFP and responses, or any part thereof, may be incorporated into and made a part of the final contract. Customary contract provisions are contained herein; however, the County reserves the right to negotiate the terms and conditions of the contract.

#### 22. Financial Responsibility

The Offeror understands and agrees that the County shall have no financial responsibility for any costs incurred by the Offeror in responding to this RFP. The successful Offeror shall be solely responsible for meeting all terms and conditions specified herein, its proposal, and any resulting contract. The Offeror's signature on a proposal submitted in response to this RFP guarantees that the prices submitted have been established without collusion with other eligible vendors and without effort to preclude the County from obtaining the best possible competitive proposal. **Cover Letter**

#### 23. Evaluation Award Criteria



The factors to be used in evaluating the responses will include, but are not limited to, the following:

- a. The Firm's proposal to create a business at this location and the number of jobs created for the community.
- b. Proposed price for purchasing the property.
- c. Proof of experience and capability of Offeror, including recent and related experience in creating a business on underdeveloped land.
- d. The overall plan and capital investment for this property.
- e. Use of the Land and effect on traffic.

Total Points available up to 100 points. Points for each criteria will be established at a later date by the County Evaluation Committee.

Property use, overall job creation possibilities and purchase price will be an important factor in the evaluation of responses; however, the County is not required to select the highest purchase price Offered, but may select the offer that demonstrates the "best value" overall, including proposed alternatives, and that meets the objectives of this RFP. The County reserves the right to negotiate with the highest ranked respondent.

## **Section VI Contract Provisions**

**EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

**S.C. LAW CLAUSE:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the Offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

**OFFEROR'S QUALIFICATIONS:** Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the Offeror's ability to provide the services requested herein, before entering into any contract.

**OFFEROR RESPONSIBILITY:** Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

**AFFIRMATIVE ACTION:** The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

**PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

**SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.

**OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

**NONRESIDENT TAXPAYERS:** If the Offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the Offeror acknowledges and understands that in the event he is awarded a contract Offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

**BUSINESS LICENSE:** In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at [www.bcgov.net](http://www.bcgov.net) or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

**ADDITIONAL ELIGIBILITY:** Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

**INSURANCE REQUIREMENTS:** Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

**INDEMNITY:** The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

**TERMINATION FOR DEFAULT:** The performance of Work under the Agreement may be terminated by the Purchasing Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement. The Purchasing Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

**TERMINATION FOR CONVENIENCE:** The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

**AWARD:** An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

**PUBLIC ACCESS TO PROCUREMENT INFORMATION:** No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

**DEVIATIONS:** Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.

**ALTERNATES:** Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

**GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

**KICKBACKS:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

## **PROTEST PROCEDURES**

1. **Right to Protest:** Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
  
2. **Authority to Resolve Protest:** The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
  
3. **Decision:** If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,
  - 3.1 State the reasons for the action taken; and
  - 3.2 Inform the protestant of its right to administrative review as provided in this Section.
  
- 3.3 **Notice of Decision:** A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

- 3.4 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- 3.4.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- 3.4.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

## **Section VII PARCEL DESCRIPTION**

The following Building and Land is for sale as is:

### **1. Parcel R1200040000762000, Federal Courthouse Building**

The Federal Courthouse was built in 1888 and last renovated in 1994. The estimated square feet is 29,341 and was built on .6700 acre parcel located at 1501 Bay Street, Beaufort, SC, 29901.

SITE MAP: See Exhibit C

**Section VIII PROPOSAL FORM**

**(Submit this Form with Proposal)**

1. We are offering a Grand Total of \$ \_\_\_\_\_ for the Federal Court House located at 1501 Bay Street, Beaufort, SC, 29901
2. We are offering \_\_\_\_\_ amount per month to lease or lease to own the Federal Courthouse and property.
3. We will provide the following capital investment and type of business that will occupy the property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Total estimated jobs and type of Business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone# ( )** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Section IX NONCOLLUSION AFFIDAVIT OF RESPONDENT**

State of South Carolina )

County of Beaufort )

\_\_\_\_\_

being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the respondent that has submitted the attached proposal:
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such offer:
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached proposal or of any other respondent, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ My commission expires on \_\_\_\_\_

\_\_\_\_\_

Title



**X. Claims Form-Submit with Proposal**

Respondent is required to provide in the proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person or business engaged in current litigation against the County.

Provide the information (attach additional sheets if needed) in the space below. If "NONE", please indicate as such.

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Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit A: Offer**

**Proposal Title:** **Beaufort County Sale of Surplus Property, Federal Court House located at 1501 Bay Street, Beaufort, SC 29901**

**Proposal Notice Number:** RFP# 100814

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The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a proposal that contains all terms, conditions, specifications and amendments in the Request for Proposals (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (        ) \_\_\_\_\_

Fax Number: (        ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**Exhibit B Sample Contract**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

AGREEMENT TO BUY AND SELL  
REAL ESTATE

This Agreement to Buy and Sell Real Estate ("Agreement") is made this \_\_\_\_\_ day of 2014 (the "Effective Date") by and between Beaufort County (the "Seller") and \_\_\_\_\_ the "Purchaser").

**WITNESSETH:**

WHEREAS, the Seller is the owner of the property hereinafter described; and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to buy \_\_\_\_\_

\_\_\_\_\_ in Beaufort County, South Carolina more particularly shown as \_\_\_\_\_ on Exhibit B attached hereto and incorporated herein (the "Property"), for the following intended use(s):

NOW, THEREFORE, in consideration of the foregoing recitals which are fully incorporated into this Agreement, the mutual promises, covenants, agreements and obligations of Purchaser and Seller as herein contained, and other good and valuable consideration, the receipt and adequacy of which each acknowledges, Purchaser and Seller agree as follows:.

1. Sale/Purchase. Seller agrees to sell and Purchaser agrees to purchase the Property, together with all improvements thereon and also together with all and singular the tenements and hereditaments, rights and appurtenances now or hereinafter belonging thereto, subject to the terms and conditions hereinafter set forth.
2. Purchase Price. The Purchase Price for the Property shall be \_\_\_\_\_ and No/100 (\$\_\_\_\_\_.00) Dollars (the "Purchase Price"), due from Purchaser at Closing.
3. Earnest Money. Upon execution of this Agreement, earnest money in the amount of Fifteen percent (15%) of the Purchase Price (the "Earnest Money") shall be paid to the Purchaser's closing attorney as escrow agent ("Escrow Agent") by Purchaser. Upon Closing in accordance with this Agreement, the parties agree the Earnest Money deposit shall be applied to the Purchase Price. In the event the Closing fails to occur in accordance with this Agreement, the Earnest Money shall otherwise be held and applied pursuant to terms of this Agreement. If the Purchaser should breach this Agreement, the Earnest Money shall be paid to the Seller as liquidated damages due the Seller.

4. Cash at Closing. The Purchase Price shall be paid to Seller at the Closing in United States currency by way of Federal Wire Transfer, cash, certified funds, or other immediately available funds acceptable to Seller, less the Earnest Money, and adjusted to reflect the prorations provided for in this Agreement.
5. Inspections Prior to Closing. Purchaser, its agents and representatives, shall at all times up to thirty (30) days prior to Closing, have the privilege, opportunity and right of entering upon the Property in order to inspect and examine same and perform topographical surveys, building and equipment inspections, soil test borings, percolation tests, drainage, utility and traffic determinations and environmental audits, tests and studies and other tests needed to determine surface, sub-surface and topographic conditions and any testing necessary by Purchaser. Purchaser shall be responsible for paying any liens, costs, expenses, claims, obligations or other liabilities suffered by Seller and or its affiliates, arising from the activities of the Purchaser, or its employees, agents, and contractors, in connection with its inspection of, and activities conducted on, the Property. Purchaser's obligations under this Section 5 shall survive the Closing and the rescission, cancellation or termination of this Agreement.
6. Closing. The purchase and sale contemplated herein for the Property (the "Closing") shall be consummated on or before November 1, 2014 (the "Closing Date"). The parties agree that time is of the essence with regards to this transaction. The Closing Date shall be extended for an additional period not to exceed thirty (30) days upon written request of the Purchaser received by Seller on or prior to the Closing Date, and the payment by Purchaser to Seller of an additional one percent (1%) of the Purchase Price, which sum shall become part and parcel of the Earnest Money. Seller agrees to deliver possession of the Property to Purchaser at Closing by special warranty deed in proper form for recording subject to matters set forth in Section 8.
7. Due Diligence. Purchaser shall until thirty (30) days prior to Closing (the "Due Diligence Period") to perform soil tests and environmental audits, permitting, zoning or such other studies and such other investigations as Purchaser may deem appropriate. In the event Purchaser in Purchaser's sole judgment and discretion shall conclude that said inspections, reviews, studies and/or investigations are not satisfactory for whatever reason, then Purchaser may terminate this Agreement by delivering written notice of such termination to Seller and Escrow Agent on or before the expiration of the Due Diligence Period. In such event, or in the event the Purchaser does not close on the Property on or prior to the Closing Date (as may be extended pursuant to Section 6), this Agreement shall be deemed terminated and Purchaser shall have no obligation to purchase the Property, and Seller shall have no further liability to Purchaser under this Agreement. Furthermore, upon such deemed termination in accordance with this Section 7, this Agreement shall be considered null and void and of no further force and effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except that the Earnest Money shall be returned to Purchaser and for Purchaser's surviving obligations under Section 5 and the surviving obligation of the Purchaser to turn over any reports, surveys, or other materials obtained or commissioned by the

Purchaser in connection with its investigation of the Property to Seller within ten (10) days of such termination of the Agreement.

8. Title to Property. At the time of closing the Seller shall convey to the Purchaser, by a properly executed special warranty deed (the "Deed"), in the form customarily used to transfer real property in the State of South Carolina, fee simple title to the Property free and clear of monetary liens and monetary encumbrances but subject to all covenants, easements and restrictions of record affecting the Property, including, but not limited to those described as follows, as well as certain reservations and restrictions of Seller described as follows:

- (a) Taxes and assessments not yet due;
- (b) Licenses and easements for utilities servicing the Property and drainage easements of record which may affect the Property;
- (c) Interests created by or limitations on use imposed by the Federal Coastal Zone Management Act or other federal law or regulations or by the South Carolina Coastal Zone Management Act of 1977, Sections 48-39-10, et seq., Code of Laws of South Carolina, 1976, as amended by the South Carolina Beach Management Act, South Carolina Code Sections 48-39-270, et seq.;
- (d) Zoning laws and ordinances of the county where the Property is located and all other local, state and federal ordinances, laws, regulations, and limitations on use, as applicable, including, without limitation any FAA required environmental and height review of anticipated development; and

9. Seller's Representations, Warranties and Covenants. In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to the warranties, representations, covenants and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser:

- (a) Title. Seller is the sole owner of good and marketable fee simple title to the Property as described in Section 8 above.
- (b) No Other Agreements. No options or other contracts have been granted or entered into which are still outstanding and which give any party a right to purchase any interest in the Property or any part thereof.
- (c) FIRPTA Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including but not limited to, Section 1445 thereof, or any withholding requirements imposed by the tax laws of the State of South Carolina.)

(d) No Bankruptcy/Dissolution Event. No "Bankruptcy/Dissolution Event" (as hereinafter defined) has occurred with respect to Seller. "Bankruptcy/Dissolution Event" means the occurrence of any of the following: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, or failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) a dissolution or liquidation.

10. Purchaser's Representations, Warranties and Covenants. In order to induce Seller to enter into this Agreement and to sell the Property, in addition to the warranties, representations and undertaking contained elsewhere in this Agreement, Purchaser hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Seller:

(a) Authority of Purchaser. Purchaser has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Purchaser, will be a valid and binding obligation of the Purchaser in accordance with its terms and will not violate any agreement, Order, decree or judgment to which Purchaser is bound or subject.

(b) No Bankruptcy/Dissolution Event. No "Bankruptcy/Dissolution Event" has occurred with respect to Purchaser.

11. Settlement Costs. Settlement costs shall be allocated as follows:

(a) Each party shall pay its own attorney fees.

(b) The Purchaser shall pay for the preparation of the Deed, and for the cost of documentary stamps and transfer fees, if any.

(c) Purchaser shall pay all costs for title examinations, title insurance premiums and all costs related to its acquisition and any applicable financing of the Property and the cost of the Survey (as hereinafter defined).

(d) Real property taxes, to the extent applicable, and special assessments, if any, and to the extent applicable, shall be prorated as of the Closing Date with respect to the Property, based on the latest available information provided by the Assessor's Office and/or Auditor's Office of the County where the Property is located. Apportionment shall be computed by the 365 day method, each day representing one 365th of the annual charge.

- (e) To the extent the Property is or may hereafter be subject to applicable roll-back taxes pursuant to Sections 12-43-220, et seq. of the S.C. Code of Laws, the Purchaser shall be solely responsible for and shall pay any such roll-back taxes levied or to be levied against the Property or any portion thereof. The provisions of this Section shall survive Closing.
  - (f) Impact fees and other charges and expenses, including but not limited to, water and sewer fees, impact fees and charges payable for police, fire safety, traffic, education and recreation, and any other charges or fees required to be paid, or work required to be performed, whether on-site or off-site, as a condition to the permitting and construction of Purchaser's intended use for the Property, to the extent applicable, shall be incurred by, and shall be the sole responsibility of Purchaser. The provisions of this Section shall survive Closing.
12. Survey. Purchaser shall obtain at Purchaser's expense a survey (the "Survey") of the Property prepared by a surveyor registered in the State of South Carolina. The Survey shall locate all boundaries and shall disclose the acreage to the nearest one hundredth of an acre. Purchaser shall provide Seller with a copy of the Survey for Seller's review and approval prior to recording in the public records of Beaufort County, South Carolina, and at least thirty (30) days prior to the Closing Date.
13. Deliveries at Closing. In addition to other conditions precedent set forth elsewhere in this Agreement, Seller and Purchaser shall deliver to the other the documents and items set forth hereunder, the delivery and accuracy of which shall further condition the obligations of the party to whom such are delivered to consummate the purchase and sale hereunder contemplated.
- (a) Seller's Deliveries at Closing. At Closing, Seller shall deliver the following to Purchaser:
    - (i) Deed. Special warranty deed in recordable form, duly executed by the Seller conveying to Purchaser good, marketable and insurable fee simple title to the Property, as depicted in the Survey referenced in Section 12 above, and as provided for in Section 8 above.
    - (ii) Authority. Such documents as may be reasonably necessary to establish Seller's authority to enter into this Agreement and execute the Closing documents.
    - (iii) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.
    - (iv) Foreign Person Affidavit. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and in the 1984 Tax Refonn Act, as amended.

(b) Purchaser's Deliveries at Closing. At each of the respective Closings set forth herein, Purchaser shall deliver the following to Seller:

- (i) Purchase Price and Other Costs. The Purchase Price as set forth in above by way of cash, certified check, federal wire transfer or other immediately available funds.
- (ii) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.

14. Default and Remedy. If Purchaser has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, Seller shall be entitled as its sole remedy, to retain the Earnest Money paid by Purchaser as and for Seller's liquidated damages for Purchaser's default. Notwithstanding the aforesaid, nothing herein shall be deemed to limit Purchaser's obligations set forth in Section 5 and Section 17 which shall survive such termination. If Seller has breached its covenants and agreements under this Agreement and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, Purchaser, as its sole remedies, shall be entitled to either:

- (i) terminate this Agreement and receive a full refund of the Earnest Money or
- (ii) (ii) seek specific performance of this Agreement. Notwithstanding the aforesaid, if Seller is unable to convey title on the Closing Date in accordance with the terms of this Agreement, Seller shall not be required to remedy any title defects; provided, however, Purchaser, at its option, shall have the right to accept such title as Seller is able to grant or to terminate this Agreement or receive a full refund of the Earnest Money as aforesaid.

15. "As Is". Except where otherwise expressly set forth in this Agreement to the contrary, Purchaser hereby understands and agrees that Purchaser is purchasing the Property in its "as is" condition with no warranties except as set forth herein.



16. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered (a) upon receipt, if delivered by facsimile and followed up by regular mail, (b) upon receipt or first refusal, if hand delivered to the front office, (c) upon receipt or first refusal, if delivered by a national overnight air courier service such as FedEx or UPS Next Day Air, or (d) upon receipt or first refusal thereof, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Seller: C/O Gary Kubic, County Administrator  
P.O. Drawer 1228  
Beaufort, SC 29901

With Copy to: Beaufort County Staff Attorney  
P.O. Drawer 1228  
Beaufort, SC 29901

Purchaser:

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Any party shall have the right from time to time to change the address to which notice to it shall be sent by giving to the other party or parties at least five (5) days prior notice of the change of address.

17. Assignment. This Agreement may not be transferred or assigned in whole or in part by Purchaser without the prior written consent of the Seller which may be withheld or denied in its sole and absolute discretion.

18. Miscellaneous.

(a) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

(b) Counterparts; Execution by Facsimile. This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or telecopier shall be treated as an original document. The signature of any party thereon shall be considered an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile or telecopy document shall be re-executed by the parties in original form. No party hereto may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this subparagraph.

(c) Binding; Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Survival of Warranties. Except as otherwise specifically provided herein, it is the express intention and agreement of the parties to this Agreement that all covenants, agreements, statements, representations and warranties made by Seller and Purchaser in this Agreement shall merge into the deed and other instruments executed at Closing.

(e) Waiver. Failure by Purchaser or Seller to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

(f) Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina.

(g) Time of Essence. TIME IS OF THE ESSENCE IN THIS AGREEMENT; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

(h) Invalid Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(i) Paragraph Headings. The paragraph headings as herein used are for convenience of reference only, and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations or warranties herein set forth or limit the provisions or scope of any paragraph.

(j) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

(k) Records. Purchaser shall not file this Agreement or any memorandum hereof in any public records.

(l) Termination of Agreement. In the event this Agreement is terminated for any reason under the terms of this Agreement, the parties shall have no further right and shall be released from all further obligation hereunder, except for any obligations that expressly state that they will survive any termination hereof all of which shall survive any such termination. If Purchaser terminates this Agreement or fails to purchase the Property for any reason, Purchaser shall return to Seller those items which Seller submitted to Purchaser for Purchaser's review.

(m) Construction. As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section, paragraph or other subdivision.

(n) Schedules, Etc. All exhibits and schedules annexed hereto are expressly made a part of this Agreement as though fully set forth herein, and all references to this Agreement or in any such exhibits or schedules shall refer to and include all such exhibits and schedules.

(o) Due Execution. Seller and Purchaser each represents and warrants to the other that the execution and delivery of this Agreement; the sale of the Property by Seller; and the purchase of the Property by Purchaser have been duly authorized by all required actions and that the party signing this Agreement on behalf of Seller and Purchaser is duly authorized to do so.

(p) No Agency or Joint Venture. This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, special confidential relationship or employer-employee relationship or as establishing any fiduciary obligations between Seller and Purchaser.

(q) Patriot Act Compliance. Purchaser represents that neither Purchaser nor any of Purchaser's affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with whom U. S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not assign this contract to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. Any assignee of this contract is deemed to make this representation upon acceptance of an assignment of this contract. Purchaser's primary business address is as shown in Section 16 above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first written above.

**SELLER:**

**BEAUFORT COUNTY**

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

**PURCHASER:**

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

# Exhibit C-Federal Courthouse Plans and Picture

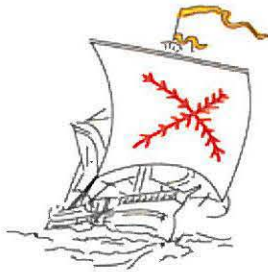
SANTA ELENA FOUNDATION

Proposal for

PARCEL R12000400007620000, FEDERAL COURTHOUSE BUILDING

Request for proposal: Number 100814

Closing: October 8, 2014 at 3:00 PM EST



**SANTA ELENA**  
FOUNDATION

RECEIVED

OCT 06 2014

PURCHASING DEPT.

*Am 120 PM*

Scott F. Dadson  
CITY MANAGER  
843-525-7070  
FAX 843-525-7013



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:  
Billy Keyserling, Mayor  
Donnie Beer  
George O'Kelley  
Mike Sutton  
Mike McFee

October 2, 2014

Mr. Gary Kubic  
County Administrator  
Beaufort County  
PO Drawer 1228  
Beaufort, South Carolina 29901-1228

Re: Santa Elena Foundation

Mr. Kubic:

For the past six years, since elected the Mayor of Beaufort, I have been harping about living in the middle of such an historic place which has not captured, interpreted and shared with the public, residents, school children, scholars and tourists, the historic and cultural significance of our City and County.

We worked successfully to stand back up the fallen Beaufort History Museum, for three years in City Hall, now permanently located at the Visitors' Center at the Arsenal on Craven Street. The cadre of volunteers, members and docents are making great headway about which I am proud.

Furthermore I engaged a grant writer to achieve a National Endowment for the Humanities Grant of \$200,000 to organize a Scholars Institute on the Reconstruction Era to be organized and hosted by USCB on its Beaufort Campus. We are in contact with the National Park Service seeking to achieve an interpretative center for that period and beginning to find funding with the notion of achieving such within the next five years.

The important findings of the pioneers of the Santa Elena Foundation are the icing on the cake to my vision. Put more precisely, given their historic significance, the strong community support they are achieving and the not only national but international significance of the story, they might just be the base of the cake. They will bring a strong foundation to the County becoming the renowned historic destination it has deserved for years.

Accordingly, without hesitation, I strongly support the work of the Santa Elena Foundation and the many related forthcoming projects, including research, interpretation,

Scott F. Dadson  
CITY MANAGER  
843-525-7070  
FAX 843-525-7013



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:  
Billy Keyserling, Mayor  
Donnie Beer  
George O'Kelley  
Mike Sutton  
Mike McFee

packaging and sharing with the public the importance of Beaufort County as the documented first European settlement in North America.


I understand the Santa Helena Foundation is currently seeking to occupy County owned Federal Courthouse on Bay Street as an interim location for the requisite interpretative center and I stand strongly behind this initiative.

Situated our Historic Landmark District, with ample parking, pedestrian access to food and lodging and other amenities within our downtown area, this is an ideal location for the important initiative about which I, but more importantly, a broad spectrum of the community are very excited.

It is my hope that the Beaufort County Council will be able assist the Santa Elena Foundation by granting their proposal to use the Courthouse building to share the Santa Elena story. While it is, in and of itself a worthy cause, I believe its realization will inspire and encourage the many other potential historic destinations telling the unique story of Beaufort County.

Please do not hesitate to call if I can in any way be of assistance in making this happen.

Sincerely,

  
Billy Keyserling  
Mayor



SANTA ELENA FOUNDATION

Proposal for

PARCEL R12000400007620000, FEDERAL COURTHOUSE BUILDING

Request for proposal: Number 100814

Closing: October 8, 2014 at 3:00 PM EST



**SANTA ELENA**  
FOUNDATION

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### Summary and Context

The documents that follow comprise a response by the Directors of the Santa Elena Foundation to Request for Proposal Number 100814 – Federal Courthouse Building. Included in the proposal are detailed plans to repurpose the building as a historical interpretive center (museum) and archaeological laboratory to tell the unique and exciting story of Santa Elena. The site is an exceptional location from which visitors may view “500 years of history.”

A successful Santa Elena historical interpretive center located in the Federal Courthouse will be an economic engine for Beaufort County, increasing tourism in Northern Beaufort County by 10 to 20%. The site is a beautiful location to commemorate the 450<sup>th</sup> anniversary of European arrival in the Port Royal Sound. Required capital improvements to repurpose the building into an interpretive center are minor—in the range of \$50,000—yet the expected economic impact will be millions of annual dollars spent in Beaufort County by visitors. Travel-related jobs in Beaufort may increase by 50 to 200 jobs as a consequence of a successful Santa Elena project.

Santa Elena was the 16<sup>th</sup> Century Colonial Spanish settlement founded by Pedro Menendez located on the south end of present-day Parris Island. The settlement established in 1566 was the capital of La Florida and the first enduring European civilian community in the New World north of the Caribbean and Mexico. A resident population of several hundred people occupied 60 structures, a church, and six forts during the 21 year period of occupation (1566-1587).

Archaeological research on Parris Island confirmed the presence of Santa Elena. Less than 5% of the 15 to 20 acre site has been excavated by archaeologists. The State of South Carolina provided funding in 2014 for the curation and preservation of artifacts collected from Santa Elena. Much archaeological research remains to be accomplished. The Federal Courthouse is an attractive location for an archeological laboratory and for an interpretation center to share with the public historic and emergent discoveries of the Spanish Colonial site. Along with new exhibits to be created by the Santa Elena Foundation, traveling exhibits and artifacts available from the Spanish government will be bought to Beaufort for display.

Considerable private and public funding is required to support archaeological and historical research. The Santa Elena Foundation seeks to launch operations in the Federal Courthouse while raising funds for a permanent location. The Courthouse repurposed as an interpretive center then becomes an excellent location to tell additional chapters in the rich history of Beaufort County: Revolutionary, Antebellum, Civil War, Mitchelville, and Reconstruction.

Increased activity in the Bladen Street and Bay Street Corridors resulting from the proposed repurposing of the Federal Courthouse aligns with City of Beaufort development goals for the area. Santa Elena Foundation directors are experienced leaders eager to share their talent on this project. The discovery, preservation, and promotion of the 450-year old history of Santa Elena will be exciting and fun, adding one more reason for people to visit, invest, and enjoy life in Beaufort County.



**SANTA ELENA**  
FOUNDATION

**Cover Letter**

Santa Elena Foundation  
PO Box 1005  
Beaufort, South Carolina 29901

Beaufort County Purchasing Department  
PO Drawer 1228  
Beaufort, South Carolina 29901-1228

Attention: David L. Thomas, CPPO, CPPB  
Purchasing Director

October 6, 2014

Reference: SANTA ELENA FOUNDATION Proposal for:  
PARCEL R12000400007620000, FEDERAL COURTHOUSE BUILDING  
Request for proposal: Number 100814

Mr. Thomas:

The Directors of the Santa Elena Foundation submit the attached proposal as response to Request for Proposal number 100814.

**We have read Beaufort County's *Request for Proposals to Purchase the Federal Courthouse* and full understand its intent. We certify that we have adequate personnel and capabilities to provide the offer as stated in our proposal. We further understand that our ability to meet the criteria and provide the best value to the County shall be judged solely by the County.**

We further certify the following:

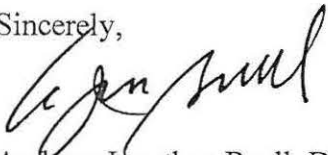
- a. The proposal response is genuine and is not a sham or collusive.
- b. The response is not made in the interest of or on the behalf of any person not named therein

- c. The Offeror has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from submitting a proposal.
- d. The Offeror has not in any manner sought by collusion to secure an advantage over any other respondent.
- e. The Offeror has thoroughly examined the RFP requirements and the proposed offer includes paying for—where necessary—a survey, title insurance and all closing cost to cover the purchase of the property.
- f. The Offeror acknowledges and accepts all terms and conditions included in this RFP.
- g. The Offeror agrees to use the property in a manner acceptable to the County and as stipulated in the RFP and subsequent contract.
- h. The Offeror and key professionals do not have nor anticipate a potential conflict of interest with the County.
- i. The Offeror will meet the insurance requirements as required.

The details of our proposal are included in the pages that follow.

Thank you very much.

Sincerely,



Andrew Jonathan Beall, DBA  
Executive Director  
Santa Elena Foundation

**Beaufort County Proposal Form****PROPOSAL FORM****(Submit this Form with Proposal)**

1. We are offering a Grand Total of \$ 0.00 (zero) for the Federal Court House located at 1501 Bay Street, Beaufort, SC, 29901 at the present time; yet ask for use of the building as a historical interpretive center and archaeological laboratory. If the Santa Elena Foundation and Beaufort County agree on a sale of the property to the Foundation, the Santa Elena Foundation will agree to purchase the property for the current appraised value, less the amortized value of capital improvements made by the Foundation.
2. We are offering to repurpose the building as a historical interpretation center and archaeological laboratory. Further we ask the use of the building and property for a period of three years, with automatic renewal for a successive three year periods, unless a two-year notice to terminate and vacate is provided by either party.
3. We will provide the following capital investment and type of business that will occupy the property: The Santa Elena Foundation wishes to repurpose the Federal Court House Building as a historical interpretation center and archeological laboratory. The Foundation seeks to partner with Beaufort County to invest \$ 50,000.00 in capital improvements. The capital will be used to repurpose the building as a museum, for research, and to provide public education on the Spanish 16<sup>th</sup> Century community *Santa Elena*. Complete details are included in the body of this proposal document.
4. Total estimated jobs and type of Business:  
A fully developed Santa Elena cultural and historic site may reasonably attract a range of 50,000 to 250,000 visitors each year. That interest level may generate an incremental annual economic impact on the commercial gateway of \$5.1 to 26.1 million and support 51 to 261 travel-related jobs. Complete details of the economic impact of the Santa Elena proposal are included in the body of this proposal document.

Santa Elena Foundation

PO Box 1005

Beaufort, South Carolina 29901

[abeall@santa-elena.org](mailto:abeall@santa-elena.org)

(940) 367-1694

October 6, 2014

**Non-collusion Affidavit of Respondent**

**NONCOLLUSION AFFIDAVIT OF RESPONDENT**

State of South Carolina        )

County of Beaufort            )

Andrew Jonathan Beall, DBA

being first duly sworn, deposes and says that:

1. He is Executive Director of Santa Elena Foundation the respondent that has submitted the attached proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such offer:
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other respondent, firm or person to fix the price or prices in the attached proposal or of any other respondent, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owners or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed 

Title Executive Director, Santa Elena Foundation

Subscribed and sworn to before me this 6 day of October, 20 14.

 My commission expires on September 12, 2017

\_\_\_\_\_  
Title



**Beaufort County Claims Form**

**Claims Form-Submit with Proposal**

Respondent is required to provide in the proposal, all claims made against the County or any department or agency of County government in the last ten (10) years, citing the caption of any litigation commenced, and any cause of action alleged against the County. The County reserves the right to reject any proposals from any person or business engaged in current litigation against the County.

Provide the information (attach additional sheets if needed) in the space below. If "NONE", please indicate as such.

NONE

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Bidder Name: Andrew Jonathan Beall, DBA – Executive Director, Santa Elena Foundation

Signature: 

Date: October 6, 2014

**Beaufort County Purchasing Department Offer Form****Exhibit A: Offer**

**Proposal Title:** Beaufort County Sale of Surplus Property, Federal Court House located at 1501 Bay Street, Beaufort, SC 29901

**Proposal Notice Number:** RFP# 100814

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The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a proposal that contains all terms, conditions, specifications and amendments in the Request for Proposals (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Offeror (Firm) Name: Santa Elena Foundation

Federal Tax ID Number: 46-4222074

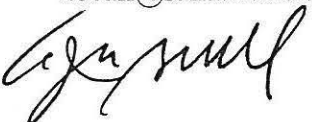
Mailing Address: PO Box 1005

City, State, Zip Code: Beaufort, South Carolina 29901

Telephone Number: (940) 367-1694

Fax Number: none

E-Mail Address: abeall@santa-elena.org

Authorized Signature 

---

Printed Name and Title: Andrew Jonathan Beall, DBA – Executive Director

Date: October 6, 2014

### Use of Building

The Santa Elena Foundation proposes to repurpose the Federal Courthouse building and .67 acre parcel as location for a historical interpretation center and archaeological laboratory.

Important historic events occurred during the four and one half centuries since Europeans first entered the Port Royal Sound. Communicating the events of the past 450 years in an informative and entertaining way will promote civic pride, enhance the lived experience for Beaufort County residents, and attract significant visitor interest. The story of the colonial Spanish settlement of Santa Elena is a first—yet only one of a series of historic periods for the community. The objective of the Santa Elena Foundation is to begin operations at the Federal Courthouse site and later move to a permanent location with a view of the Santa Elena site on Parris Island. A successful pilot by the Santa Elena Foundation at the courthouse building on Bay Street may encourage other groups to follow through successive use of the building repurposed as a museum and cultural/historical interpretive center.

The mission of the Santa Elena Foundation is the discovery, preservation, and promotion of the international story of Santa Elena, the first European settlement and colonial capital in present-day United States. A summary of the historical events is included in this proposal as *Appendix A*. The directors of the Santa Elena Foundation understand the mission of the Foundation to include a renewal of historic and archaeological research. They wish to encourage further discovery of events that occurred in the area of the Port Royal Sound in the 16<sup>th</sup> Century. History is often understood through research of written records from a period. Artifacts from a particular historic site confirm the contextual evidence of history.

Much of the fifteen acres where stood the Santa Elena settlement from 1566 to 1587 remain unexplored, offering years of potential archaeological projects. The artifacts must be cleaned, evaluated, studied, catalogued, preserved, and stored, a process called curation. Discoveries should be interpreted and shared as stories of international importance. Leaders of the Santa Elena Foundation believe the Federal Courthouse building an excellent location for an archaeological laboratory and interpretation where discoveries may be made and the Santa Elena story be shared with the public.

Archaeologist Chester DePratter, PhD conducted research on Parris Island that lead to numerous Santa Elena discoveries and the discovery of Charlesfort, a French fort built by Jean Ribault in 1562. Dr. DePratter wrote a plan for further archaeological research on the site. The complete report is included in this proposal as *Appendix B*. Extensive archaeological research remains to be conducted at Santa Elena. Dr. DePratter seeks to next locate the site of the household of Pedro Menendez de Aviles and the site of Fort San Marcos. The strategic plan of the Santa Elena Foundation includes sponsorship of the proposed Santa Elena archaeological research.

An alliance agreement for research and education was established involving the Santa Elena Foundation and the University of South Carolina Beaufort. The two organizations will

collaborate to share resources and projects with the goal to advance research on the colonial settlement, and to communicate effectively the story of Santa Elena to the public.

Historical research must provide information to guide archaeology and for understanding the context of archaeological discoveries. The Foundation strategic plan includes continued sponsorship of research in Spanish public archives and the private archives of the current Conde de Güemes, Alvaro Armada Barcaiztegui, a director of the Santa Elena Foundation.

Interpretation of the historic events that occurred at Santa Elena and in the Port Royal Sound during the 16<sup>th</sup> Century will be accomplished in the proposed museum and interpretive center. Interpretation will be accomplished by a permanent exhibit and by rotation of traveling exhibits made available by domestic and international sources. The Santa Elena Foundation is in discussion with the Spanish national library (BNE) to gain the permission to bring to Beaufort the exhibit *Designing America (Desinar America)*. A summary of this exhibit is available on the website:

<http://www.bne.es/opencms/en/Actividades/Exposiciones/Exposiciones/exposiciones2014/DesigningAmerica/index.html>

In addition, the Santa Elena Foundation is in discussion with the Spanish organization Accion Cultural / Espanola (AC/E) and the exhibit curator J. Michael Francis, PhD to bring *Imagining La Florida* to Beaufort. Information on this exhibit currently on display in St. Petersburg, Florida may be viewed via the following link:

<http://spmoh.com/visit/exhibits/laflorida/>

These two exceptional exhibits are examples of traveling displays developed by other collaborative organizations that will be rotated through the proposed interpretive center to be located in the Federal Courthouse.

### **Job Creation Possibilities**

The Board of Directors of the Santa Elena Foundation approved a strategic and operational plan that includes initial financial budgets to employ eight full-time people for physical year 2016. Operations of the historical interpretive center will be made possible by 50 volunteers and interns sharing their time with the Foundation.

A review of scholarly literature and the experience of other historic and cultural sites in South Carolina and northern Georgia are recorded in the research report *The Economic Influence of Heritage Tourism in Beaufort County, South Carolina*, appended to this proposal as *Appendix C*. The conclusion stated in this report is that a fully developed Santa Elena cultural and historic site may reasonably attract a range of 50,000 to 250,000 visitors each year. That interest level may generate an incremental annual economic impact on the commercial gateway of \$5.1 to 26.1 million and support 51 to 261 travel-related jobs.

A recent study for the Hilton Head Island-Bluffton Chamber of Commerce by Dr. Robert Carey and Dr. John Salazar highlight the potential economic impact from increased tourism in Northern Beaufort County. The study based on 2013 data estimates 1,234 tourism-supported jobs existed in the Beaufort, Port Royal, and St. Helena Island area, and a total economic output of \$81.1 million. The study is appended to this proposal as *Appendix D*. 200 new travel-related jobs and \$25 million in economic output contributed by a fully developed Santa Elena historical interpretive center is a meaningful goal for the Santa Elena Foundation and Beaufort County.

### **Experience and Profile of Success**

The Board of Directors for the Foundation work as a team to provide governance and strategic leadership. Brief descriptive biographies for Directors are included in this section of the proposal.

#### **Board of Directors**

**Daryl A. Ferguson, PhD.** Dr. Ferguson is Chairman of the Board of the Santa Elena Foundation. He was part of the initial team that confirmed Santa Elena as the first major European settlement in what is now the United States. He retired in 2005 as the Chairman of the Board for the Hungarian Telephone Company in Europe. Previously he was President and Chief Operating Officer of Citizens Utilities from 1990 to 2000. Citizens Utilities was the largest multi-utility in the United States during that period. Dr. Ferguson conducted research leading to the discovery in 2012 that the coast of Southern South Carolina and Georgia has a relatively low risk for fall hurricanes. This discovery resulted in changes to how the State of South Carolina monitors and regulates homeowner insurance. Dr. Ferguson is also a board member of the South Carolina Competitive Alliance.

**Garry L. Parks, Lieutenant General, U.S. Marine Corps (Ret.).** LtGen Parks is currently Chairman at Armed Forces Insurance, a Director at Suntiva, and a consultant for several Washington, DC, as well as the Executive Advisory Council of Mission Readiness: Military Leaders for Kids. Previously, he was CEO for Efficient Energy Advisors LLC and Pres/CEO of the South Carolina Credit Union League & Affiliates, served on the Board of Directors of Navy Federal Credit Union, was a member of the Advisory Council of the 2010 Medal of Honor Society Convention, the Board of Directors of the South Carolina Credit Union League & Affiliates, the Board of Managers of Credit Union Images, LLC, the Board of Trustees of the SC Department of Education Financial Literacy, and as Co-Chair for the Congressionally-mandated Department of Defense Task Force on Domestic Violence. LtGen Parks holds a BA from The Citadel and MA degrees from Pepperdine University and the Naval War College, as well as multiple executive programs at Harvard's Kennedy School of Government.

**Álvaro Armada Barcaiztegui, Conde de Güemes.** Sr. Armada is a direct descendent of Pedro Menéndez de Avilés, the 16<sup>th</sup> Century *Adelantado Mayor* of *La Florida* (governor general)

and founder of Santa Elena. Sr. Armada is the Count of Güemes and is to be named the IX Count of Revilla-Gigedo and XX Adelantado Mayor of La Florida by His Majesty Felipe VI, King of Spain. Sr. Armada dedicates his time to the promotion of 500 years of distinguished family history and public service. The Count is curator of a private archive of original documents, one of the most important private collections in Spain. The archive he believes should be the basis for a new museum in the Asturias region of northern Spain dedicated to historic research. Sr. Armada serves a board member for MAPFRE PRAICO Corporation and CEO of Tourist and Cultural Project Development in Madrid. He brings to the Santa Elena Foundation considerable international leadership experience and a personal connection to the history of Spanish colonization in North America.

**Stewart (“Stu”) H. Rodman.** Vice Chairman of the Beaufort County Council. Councilman Rodman was a founding partner in a private investment firm. Earlier he held manufacturing, finance and general management positions with several major corporations. Currently, Stu holds leadership positions on the boards of several state and national Christian ministries. In 2003, Stu served as Commissioner on the Governor’s Commission on Management, Accountability and Performance. In 2008, Stu served on the State Superintendent of Education’s Task Force on School Funding. He served on the Beaufort County Board of Education. Stu has a Bachelor of Mechanical Engineering from Cornell and an MBA from Harvard. He served as a Lieutenant in the US Army and is an Elder in the Presbyterian Church. Stu and Nina, his wife of 48 years, have two married children and reside in Sea Pines on Hilton Head.

**Lawrence S. Rowland, PhD.** Professor Rowland is the Distinguished Professor Emeritus of History for the University of South Carolina Beaufort and previously held roles with the University as Professor of History and Associate Dean for Academic Affairs. He holds a bachelors of arts from Hamilton College (New York), and both a masters and doctorate from the University of South Carolina. Professor Rowland is author of numerous articles and book reviews on South Carolina and Sea Island history. He is the author of the following texts:

*The History of Beaufort County, South Carolina*, Vol. I, 1514-1861, with Alexander Moore and George C. Rogers, Jr., 1996. (Columbia: USC Press, 1996)

*Window on the Atlantic: The Rise and Fall of Santa Elena, South Carolina Spanish City* (South Carolina Department of Archives and History, 1990.)

*The Civil War in South Carolina: Selections from the South Carolina Historical Magazine*, Co-editor with Stephen G. Hoffius, (Charleston: Home House Press, 2011.)

*The History of Beaufort County, South Carolina*, Vol. II and Vol. III, 1861-1990, with Steven R. Wise and Gerhard Spieler. (in process)

**Eric H. Esquivel.** Born in Danville, Pennsylvania and raised on Hilton Head Island, Eric went through grade school on Hilton Head, graduating from Hilton Head High in 1994. His summers were spent traveling in Colombia South America with family. He graduated from Hampden-Sydney College in 1998 with a double major in History and Spanish. Eric spent one semester at la Universidad de Merida in the Yucatan Peninsula and second semester at la Universidad de Granada in Granada, Spain. Eric worked in leadership roles with Dell Computer Corporation from 1999 to 2002. He returned to Hilton Head in 2002 to become a partner in *La Isla Magazine*, founded by his brother and sister in 1999. As president and publisher of the magazine, Eric has had the opportunity to act as an intermediary between the Latino culture and the Lowcountry. In 2005 Eric created La Isla Language School which specializes in English and Spanish classes, private tutoring, translations, interpretations and customized corporate classes.

Eric stays active in the community as a member of the board of directors of Hargray's Caring Coins Foundation, Hilton Head Hospital Board of Governors, National Bank of South Carolina Advisory Board, Hilton Head / Bluffton Chamber of Commerce Leadership Board, USCB Partnership Board, Community Foundation of the Lowcountry Board, Neighborhood Outreach Connection's Board, 2010 Beaufort County Census Co-Chair and Co-Chair of the Lowcountry Immigration Coalition that he help found. He served as chairman of the Sabor Latino festival in 2004 and is a 2005 Graduate of the Hilton Head / Bluffton Chamber of Commerce's Leadership Class. He has also served on the Palmetto Chapter of the Red Cross and the Board of Directors for the Latin American Council of South Carolina.

### **Advisory Board**

A distinguished Advisory Board of subject-matter experts provide expert knowledge to the Foundation as needed. The Advisory Board members and brief biographies are listed in this section of the proposal.

**Eugene Lyon, PhD.** Dr. Lyon holds a Ph.D. degree from the University of Florida, and is a specialist in Spanish Colonial Florida and the Spanish maritime system. Lyon's publications include *The Enterprise of Florida, The Search for the Atocha, and Pedro Menéndez de Avilés, a Sourcebook*. The St. Augustine Historical Society published his book, *Richer Than We Thought*, and the University of South Carolina Press published *Santa Elena: A Brief History of the Colony*. He has written many conference papers, book chapters, and five National Geographic articles—including two cover articles for *National Geographic*. Lyon directed the St. Augustine Foundation for fourteen years. The Foundation holds more than a thousand reels of film of materials related to Spanish Florida. From data in the Archives of the Indies, Lyon enabled salvor Mel Fisher to locate and definitively identify the sunken ships *Nuestra Señora de*

*Atocha* and *Santa Margarita* in the lower Florida Keys. Eugene Lyon received the grade of Official in the Order of Isabella from King Juan Carlos of Spain, and the grade of Comendador in the Order of Christopher Columbus from the President of the Dominican Republic. The City of St. Augustine granted him its highest honor, the Order of La Florida, and in 2003 the Florida Historical Society gave him the Jillian Prescott Award for lifetime service to Florida history. In 2005, he received the Mel Fisher Lifetime Achievement Award.

**Paul Hoffman, PhD.** Dr. Hoffman is the Murrill Distinguished Professor of History, at Louisiana State University. He received his PhD from the University of Florida. Dr. Hoffman is author of the award-winning *A New Andalusia and a Way to the Orient* (published in 1990 and again in 2004) and *Florida's Frontiers* (published in 2002); he is author of four other books, and numerous other writings. With Dr. Eugene Lyon he worked with the St. Augustine Foundation, Inc. to propose a living history museum for the 16th century town. Recently he edited issues of the Florida Historical Quarterly dedicated to scholarship on the 16th century. He delivered the first Jerrell Shofner Lecture for the Florida Historical Society at the University of Central Florida (*La Florida : Thoughts About a Story Still Largely Untold*). His scholarship also includes essays on the 16th century cartography of North America and the role of the ecology of the Southeast in early Spanish settlement. He is a Fellow of the Louisiana Historical Association, and recipient of McGinty Life-time achievement award.

**Chester DePratter, PhD.** Dr. DePratter received his Ph.D. in Anthropology from the University of Georgia in 1983. His varied interests include coastal Georgia and South Carolina geology/archaeology, migrations of Native Americans across the southeastern United States in the seventeenth and eighteenth centuries, Civil War prison camps, and Spanish colonial ventures in "La Florida." As part of this latter interest he has conducted extensive excavations at Santa Elena (1566-1587). This work led to his discovery of the location of the French Charlesfort established on Parris Island in 1562. His work includes the identification of the routes of several sixteenth century Spanish expeditions to interior "La Florida" including those of Hernando de Soto, Tristan de Luna, and Juan Pardo; this work has helped redraw the map of the interior southeast and the locations of its Native American peoples in the sixteenth century. Recently he worked in Mississippi to identify the locations for two 1736 battles between the Chickasaw and the French colonists.

**William M. Kelso, C.B.E., Ph. D., F.S.A.** An American archaeologist specializing in Virginia's colonial period. Currently he serves as the Director of Research and Interpretation for the Preservation Virginia Jamestown Rediscovery project. A native of Lakeside, Ohio, Kelso earned a B.A. in History from Baldwin-Wallace College, an M.A. in Early American History from the College of William and Mary, and a Ph.D in Historical Archaeology from Emory University. He has served as director of archaeology at Carter's Grove, Monticello, and Poplar Forest, as well as Commissioner of Archaeology for the Virginia Historic Landmarks Commission. During his time at Monticello, he was one of the first to make early colonial slave



life the focus of archaeological research. As a result of his ground-breaking work on Jamestown Island, Her Majesty, Queen Elizabeth II awarded the Commander of the Most Excellent Order of the British Empire to Dr. Kelso at an Investiture ceremony conducted by the British Ambassador to the United States, Sir Peter Westmacott, at the British Embassy in Washington, D.C. in July, 2012.

**Charles Cornett, PhD.** Dr. Cornett holds a Bachelor of Science in biology and chemistry and a Master's in biology and education. His Ph.D. is in School Finance and Business Administration from Miami University. During a thirty-year career in education as a teacher, principal, and school superintendent, Dr. Cornett also taught graduate courses in administration and published a variety of journal articles and curriculum materials. Since retiring, Cornett has worked as a researcher on textbook projects, most recently for Pearson Publishing. Dr. Cornett serves as Director of Historical Education for the Foundation. In this capacity Cornett, a retired school superintendent, will serve on the Foundation's advisory board and coordinate education outreach.

**Richard H. ("Dick") Stewart.** Mr. Stewart is a Beaufort civic leader and entrepreneur. He is the founder and CEO of 303 Associates. In addition, he is CEO of a Beaufort-based hotel operating company, and founder and CEO of Grid Properties, an Atlanta real estate investment company that specializes in communications. Prior to returning to Beaufort, his hometown, Dick spent 28 years in the wireless telecommunications industry; he was founder and CEO of Transit Communications, a venture capital backed firm now part of Sprint/Nextel. He was the founder and CEO of Grid Towers, an Atlanta-based tower site development and management company, and was the Co-founder of American Tower Inc, (now American Tower Corporation, NYSE – AMT). Current and recent civic roles for Mr. Stewart include: Beaufort and Jasper County Economic Development Ambassador, the Port Royal Foundation, the SC Department of Commerce, Arts Council of Beaufort County, the Coastal Community Foundation, the Urban Land Institute, and the Santa Elena Foundation. He served in leadership roles with the Beaufort Regional Chamber of Commerce, Beaufort County Council, Beaufort County Government Affairs and Economic Development Committee, Beaufort County Land Use Committee, City of Beaufort Corridor Review Board, United Way of the LowCountry, Main Street Beaufort, Beaufort County Open Land Trust, and the Technical College of the Lowcountry Foundation.

### **Executive Director**

The Santa Elena Foundation conducts daily operations and administration through the office of an executive director.

**Andrew Jonathan Beall, DBA.** Dr. Beall brings to this role extensive executive experience as a global corporate leader. He was Senior Vice President, CIO, and Division President for Flowserve Corporation. His 30 years in the industrial equipment industry included responsibility for facilities in numerous countries. Living and working internationally, he led teams that established service and manufacturing operations to serve global customers. Beall received his doctorate in business administration from the School of Advanced Studies at University of Phoenix. Since settling in the Lowcountry in 2010, he has volunteered his time with a number of community organizations.

### **Capital Investment**

Capital investments required to repurpose the Federal Courthouse Building are limited. In a report by Leith Webb and Beekman Webb for the Santa Elena Foundation the estimated cost for limited improvements and modifications is \$47,000.00. Additional costs for interior painting and signage changes are anticipated. The first floor space will be used as an area to welcome visitors, a museum shop, permanent displays, a film and lecture room, and for administrative offices. The basement level will be for archaeological analysis and storage. The second floor will be used as the primary exhibit space with permanent and traveling displays. The grounds will be attractive for functions from which visitors may view “500-years of history.”

### **Anticipated Effect on Traffic**

A successful historical interpretive center and archeological laboratory operated by the Santa Elena Foundation will attract visitors and increase traffic to the Bay Street – Bladen Street Corridors.

When asked about the effect of increased traffic, the City of Beaufort Planning Director stated there exists ample parking for visitors to the center; in fact, the City seeks greater utilization of the on-street parking developed by the City of Beaufort along the Bladen Street and Duke Streets. Moreover, the opening of the Federal Courthouse as a museum supports the City of Beaufort plans to encourage pedestrian traffic between the Courthouse and the lower end of Bay Street. The Santa Elena interpretive center will be a new feature attracting visitors to travel from the Courthouse to the Bay Street commercial district and vice versa. Increased pedestrian traffic along Bay Street may encourage execution of plans to construct the Bay Street Boardwalk.

A Santa Elena Foundation goal is to attract 50,000 visitors to the interpretive center in the first 12 months of operation. Long-term goals supported by Foundation leaders are to receive 250,000 visitors each year. A six-day weekly operation schedule (Tuesday to Sunday) for the center will

average 160 daily visitors at an annual visitation frequency of 50,000, and an average of 800 daily visitors when reaching 250,000 annual visitors.

Historical and cultural tourists are shown by research data to travel in groups of two people or more. Assuming a conservative case of an average of two visitors arriving by car, 160 daily visitors represent 80 cars per eight hour day. However, higher volumes of visitors are likely to visit the center on Friday, Saturday, and Sunday. Visits by groups of school children will be encouraged Tuesday through Thursday, with one bus tour per day and 60 students anticipated.

The City of Beaufort provides ample on-street parking in the area of the Federal Courthouse building and maintains a public parking across North Street from the Courthouse. The Federal Courthouse building is listed as "Contributing" in the 1997 Beaufort County Above Ground Historic Resources Survey, and is therefore exempt from off-street parking requirements. Never the less, the Santa Elena Foundation will provide additional parking for visitors through leased parking space in three vacant lots bordered by North Street, Bladen Street, and King Street adjacent to the Federal Courthouse.

**Appendix A –Santa Elena History**



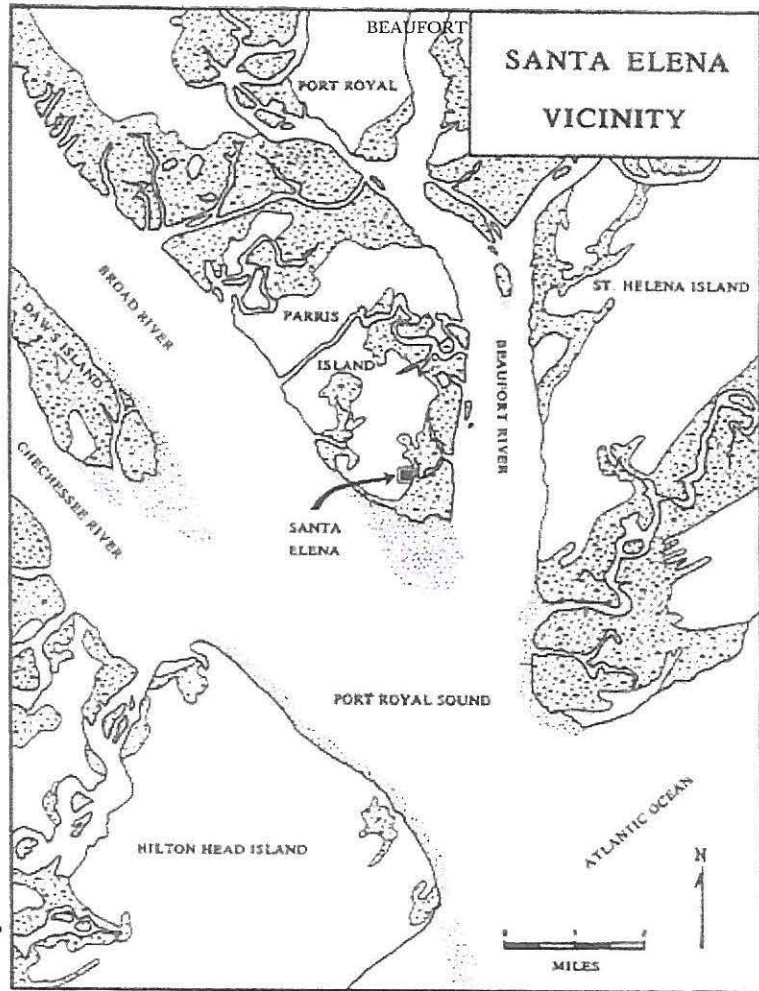
**SANTA ELENA**  
FOUNDATION

SANTA ELENA – 1566 to 1587

*WHERE*

***AMERICA***

*BEGAN*



**SANTA ELENA  
VICINITY**

50 miles South to  
SAVANNAH  
←

50 miles North to  
CHARLESTON  
→



**SANTA ELENA**  
FOUNDATION

# The Story of SANTA ELENA

Why is it: The “LOST CENTURY” 1492-1607 ?

- 1492 ★ Columbus voyages to America
- 1494 Treaty of Tordesillas  
*Division of the New World between Spain and Portugal*
- 1510-1580 Spanish Treasure Ships under Attack
- 1513 ★ Ponce de León names “La Florida”  
*from Newfoundland to the tip of Florida*
- 1520-62 Religious Wars in Europe



SANTA ELENA  
FOUNDATION

## The French land in Port Royal Sound

★ **1562** **JEAN RIBAUT** leads a mapping expedition to New World



- Sails north and names “ **Port Royal Sound** ”
- Leaves 27 men at a small outpost he names **CHARLESFORT** *on present day Parris Island*
- Charlesfort is abandoned after 11 months – lack of food

• **1564** René Laudonnière sets sail to Charlesfort

- Lands near present day Jacksonville.
- It's winter! He establishes **FORT CAROLINE** in Florida instead of going north to Port Royal





# France and Spain Race to La Florida

*Spain is furious that France is getting a foothold in the New World*



King Philip II of Spain contracts a proven leader:  
**PEDRO MENENDEZ** to *remove* the French

- Ribault arrives first in Fort Caroline in Florida
- Storms allow Menendez to march inland and destroy Fort Caroline
- Menendez defeats French. He executes 350 French soldiers and Jean Ribault
- Menendez justifies that he did not kill them because they were French  
*...but because they were Huguenots (Lutherans)*

*Finally...*

**1566**



**SANTA ELENA**



## **Pedro Menéndez** sails to Port Royal Sound

- Establishes good relations with native tribe leaders
- Builds a fort on top of the Charlesfort ruins



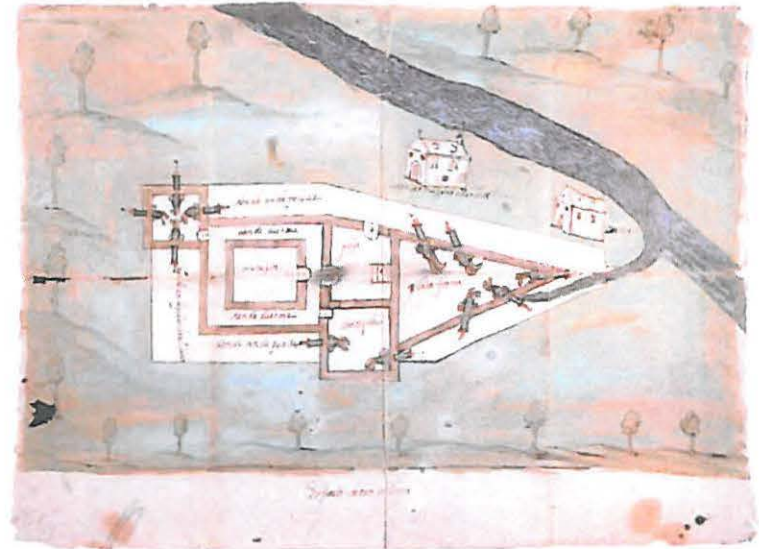
Capt. Juan Pardo arrives with 250 men.  
Starts building an inland road from Santa Elena to Mexico

# The First European Settlement

1569 ★ Menendez recruits settlers

By October:

- **327** persons: men, women, children,
- livestock, farmers, craftsmen
- **40** homes and a Catholic Church



1571 ★ Menendez bring his wife and extended family

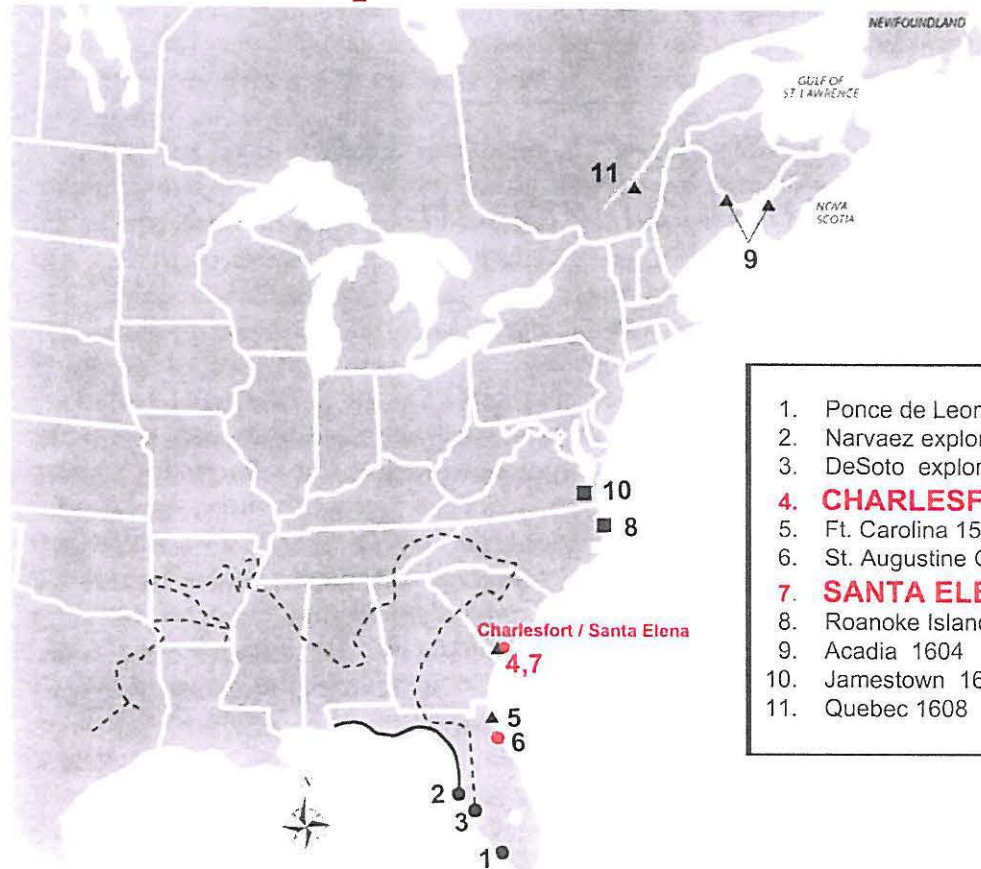
- Built a large home, high quality household goods
- Becomes the **first "Governor"** of La Florida
- Santa Elena becomes...

The First **EUROPEAN CAPITAL**  
*of what is now the United States*

## ...and the decline

- 1574 Pedro Menendez dies while back in Spain
- 1576 - 80 Santa Elena burns... rebuilt
- 1587 Spain consolidates empire to St. Augustine  
**After 21 years of continuous settlement**  
**SANTA ELENA is ABANDONED**

# New World Exploration and Settlement



**1521-1608**

1. Ponce de Leon explores 1521
2. Narvaez explores 1528
3. DeSoto explores 1539
4. **CHARLESFORT 1562-63**
5. Ft. Carolina 1564
6. St. Augustine Garrison 1565
7. **SANTA ELENA 1566-87**
8. Roanoke Island 1585
9. Acadia 1604
10. Jamestown 1607
11. Quebec 1608

- Spanish Explorations
- Spanish Settlements
- ▲ French Settlements
- English Settlements



# SANTA ELENA “firsts”

- **First European Settlement**

*in what is now the US that lasts more than a few months. Lasted 21 years*

- **First Fully Functioning Town**

with families, farmers, blacksmiths, carpenters, merchants, clergy...as well as soldiers

- **First Enduring European Colonial Capital**

*in what is now the United States*



SANTA ELENA  
FOUNDATION

## **Appendix B – Archaeological Proposal**

### **Search for the Lots Occupied by Pedro Menendez in Santa Elena, Sixteenth Century Capital of Spanish Florida**

**Chester B. DePratter, Ph.D.**

Early in 1565, Pedro Menendez de Aviles presented a report to Spanish King, Philip II, on the problems and potential for settlement in Spanish Florida (Lyon 1983: 41). Menendez provided estimates of the number of soldiers and settlers needed, and the costs associated with such an endeavor. Rather than providing Crown support, Philip and the Council of the Indies appointed Menendez adelantado of the Florida venture. By March 15, 1565, Menendez had signed an asiento, or contract, that formalized his obligations as adelantado.. Among the conditions Menendez agreed to take 500 men to Florida including one hundred sailors, one hundred farmers, and the rest soldiers and officers (Lyon 1983: 48). He further agreed to transport another five hundred settlers including two hundred married men to Florida within three years, along with five hundred slaves to be used in construction of towns and fortifications as well as cultivating the land (Lyon 1983: 49). The settlers were to be placed in two or three towns at places selected by Menendez. As adelantado, Menendez was granted a personal estate of 25 leagues square, or about 5,500 square miles (Lyon 1983: 51).

With Royal support to assist in driving out French intruders, Pedro Menendez sailed for Florida on June 27, 1565 (Lyon 1983:97). By early September, Menendez and his fleet were off the Florida coast ready to confront the French at their settlement on the River May, today's St. Johns River. After an initial battle from French ships, the Spanish fleet sailed south to a harbor they named St. Augustine which Menendez claimed in the name of Philip II (Lyon 1983: 115). By mid-October, the French colony had been destroyed, and Menendez turned his attention to

establishing the settlements required by his contract. It was not until April, 1566, however, that Menendez finally made his way to Port Royal Sound where he built a fort and left a small garrison at Santa Elena (Lyon 1995:265) (Figure 1). An additional 250 soldiers under Captain Juan Pardo arrived at Santa Elena on July 18, 1566 (Lyon 1983: 164). In August, 1566, Esteban de las Alas was named governor and captain-general of Santa Elena, which was proclaimed the capital of Spanish Florida (Lyon 1983:166). By the summer of 1569, there were 193 settlers in the town of Santa Elena, including married men and their families and single men (Lyon 1995: 455-457). In 1571, the adelantado moved his wife and family to Santa Elena (Lyon 1992:11), where they remained until after his death in 1574.

At some point, Pedro Menendez drew up a town plan for Santa Elena according to sets of ordinances issued by Philip II in 1563 and modified in 1573 (Crouch et al. 1982). The plan, perhaps drawn up by Menendez or one of his lieutenants, no longer exists, but archaeological testing and interpretation has allowed reconstruction of much of the town plan (DePratter and South 1995).

The 1995 Boundary Survey at Santa Elena sought to define the Santa Elena town limits and to identify other major features in the town such as the plaza (DePratter and South 1995). Shovel tests were excavated at thirty foot intervals over an area of approximately 35 acres with some tracts excluded including the area surrounding the golf course clubhouse, active tee mounds and greens, and areas that had already been subjected to archaeological excavations in previous seasons (Figure 2). A total of 1,383 shovel tests were excavated; shovel tests were located at the southwest corner of each of numbered 30 foot squares.



Counts of sixteenth century Spanish ceramics were used to generate a distribution map outlining the concentrations of these household wares (Figure 3). The concentration of Spanish material in an area covering 15 acres (6 ha) indicated the location of the town and refuse deposits within it. Along the western edge of the artifact distribution, the 1947 construction of a borrow pit later used for the golf course driving range obliterated that part of Santa Elena (Figure 3).

### **1566-1570**

Using the boundary survey data and historical records, it is possible to reconstruct the town plan for Santa Elena as it evolved during the 21 year occupation. The 1566-1570 plan is the one that would have been laid out by Pedro Menendez and that should conform to the ordinances discussed earlier (Figure 4). During this period, the fort in use was San Felipe (I), built by Captain Juan Pardo and his men. Erosion of the shoreline has removed part of this fort which was discovered by Stanley South in 1979 (South 1979). The placement of this fort precluded use of the high ground along the shoreline to its south, because that area would have been in the field of fire between the fort and the entrance to Port Royal Sound. Archaeological excavations in the area to the south of Fort San Felipe (I) have not found any evidence of use during this first Spanish occupation (South and DePratter 1996).

During this 1566 to 1570 period, there appears to have been a plaza separating the northern and southern portions of the town. It is likely that the area to the south of the plaza would have been reserved for the residence of Pedro Menendez and other government officials as well as government offices. The area north of the plaza was most likely the part of town where settlers and soldiers would have been given house lots that measured 50 by 100 *pies* (44 by 88 ft). On the north side of the plaza is also the most likely location for the Catholic church

that would have been an important part of the community. There is a void in the distribution of Spanish pottery at this location based on the boundary survey shovel testing; tis location should be tested at some point to see if church remains are present.

## **1570-1576**

In 1570, Fort San Felipe (I) burned and a new fort, San Felipe (II) was built along the shoreline to the south where the main landing for Santa Elena was located (Figure 5). No evidence of Ft. San Felipe (II) has yet been found, so its placement on Figure 5 is based on documentary and not archaeological evidence.

It is during this period of occupation that Santa Elena would have become the functioning capital of Florida. Government offices would have been located here during this period, and Pedro Menendez and his family would have resided here. Pedro Menendez and the thirteen members of his household (cite census) would have taken up residence in the reserved space south of the plaza. Bernaldo de Quiros, Governor of Santa Elena 1577 to 1587 was given two large house lots (caballeria, each measuring 100 by 200 *pies* or 88 by 176 ft) (South and DePratter 1996), so it is likely that Menendez would have had at least two, and perhaps more lots in the town to accommodate his large household.

In 1574 Pedro Menendez was recalled to Spain by Philip II for a special mission, and he died there September 17, 1574 (Lyon 1984: 9). In the two years following his death, his two sons-in-law, Don Diego de Velasco and Hernando de Miranda, served successively as Governors of Santa Elena. Together they so alienated the local Native American populations that they rose up and drove the Spaniards from Santa Elena in July 1576 (Lyon 1984: 11). By that time, the

number of settlers in Santa Elena had fallen to only 20 due to the death of Pedro Menendez and abuses by his son-in-law, Don Diego de Velasco (Lyon 1984:10).

### **1577 to 1583**

Santa Elena was reoccupied in August 1577 when Pedro Menendez Marques, nephew of Pedro Menendez de Aviles, arrived there and erected a prefabricated fort that he had brought from St. Augustine (Connor 1925: 267; Paar 1999: 195). Santa Elena had been burned during the Indian uprising, so little remained of the original settlement. Menendez Marques built his fort, San Marcos (I) in the clearing where the town had been because “against [Indians] there is no greater protection than the open country” (Connor 1925: 267). By August 1578, Tomas Bernaldo de Quiros was Governor of Santa Elena, and he began the work of resettling the town (Paar 1999: 201-202) (Figure 6).

The most likely placement of Fort San Marcos (I) is in the southern part of the town in the area formerly occupied by the Menendez household (DePratter and South 1995). This area would have been close to the landing site and in the open land needed for defense against attack. Mendndez Marques says he built this fort “one hundred and fifty paces away from the nearest woods,” placing it in the vicinity of the location indicated on Figure 6.

Governor Quiros’s residence and two lots have been excavated (South and DePratter 1996). His house lots were along the shoreline in an area that was not available for use during the early years of Santa Elena due to the placement of Fort San Felipe (I), but was a prime location for the Governor’s residence in the second Santa Elena occupation once the forts had been shifted south to be closer to the access creek and landing site.

There would have been a church at Santa Elena during this period. The location of the

earlier church on the northern edge of the plaza was no longer suitable due to the proximity of Fort San Marcos (I). I believe that the building identified by South (1981, 1982) as the “casa fuerte” within Fort San Marcos (I) is, in fact, the church for the period 1577-1587.

### **1583-1587**

By 1583, Fort San Marcos (I) was in need of repairs. Rather than repair it, Gutierre de Miranda built a new fort. Ft. San Marcos (II), on the shoreline adjacent to the town’s landing (Paar 1999:267). By this time, the local Indian population had been decimated by repeated attacks by Spanish forces, so there was no longer a need for the fort to be in “open ground.” The new fort, Fort San Marcos (II) included a moat, towers to hold cannon, and a large barracks/storehouse (Fig. 7)..

Sir Francis Drake’s assault on St. Augustine in June, 1586, and his unsuccessful effort to find Santa Elena and destroy it forced a decision on whether to continue the settlement at Santa Elena. Discussions on the subject began some years earlier, but by October, 1586, a decision was made to consolidate Florida’s soldiers and settlers at St. Augustine (Paar 1999: 282). Santa Elena was abandoned in late summer, 1587. The soldiers and settlers all were removed to St. Augustine. Owners, including soldiers and settlers, of 33 houses in the town sought payment for their losses caused by the abandonment (Paar 1999: 28

### **Menendez Lots and houses**

As discussed in the foregoing, Pedro Menendez’ household would have been located in the southern portion of the site in the area of greatest artifact concentration as determined by

shovel testing (Fig.5). An examination of shovel testing results was therefore focused on that area; total of 241 shovel tests excavated at 30 ft intervals fell within the area of interest (Fig. 8).

Plots for the distribution of structure-related daub (fired clay used in house construction) are shown on Figure 9. Shovel tests with 10 grams or less of daub are indicated in light orange on Figure 9, while those with greater than 25 g are shown in dark orange. The range for the 14 shovel tests containing less than 10 g of daub was 2.97 g, while the four shovel tests with more than 25 g averaged 30.18 g.

As can be seen on Fig. 9, there are clearly three concentrations of daub in the area of interest. Concentration No. 1 covers an area of 40 ft by 100 ft with the densest concentration near its center. A red square at this location on Fig. 9 represents a possible structure at this location. As drawn, the possible structure is 40 ft square, but its actual size is unknown at present. This structure is the likely main house in the Menendez family compound.

A second possible structure, No. 2, is indicated to the south of No. 1. This structure as drawn on Fig. 9 measures approximately 20 ft by 45 ft.; this is likely a secondary residence in the Menendez family compound. It should be noted that neither of these potential structures has any associated olive jar. This future strengthens the argument that these are residential structures, because food storage and cooking would have occurred in a separate kitchen./food storage area and not in the Menendez family residence.

A third, smaller, concentration of daub is indicated by "3." This concentration may represent another Menendez family structure, or it may be unrelated (see discussion below).

Plots for the distribution of olive jar were also created (Fig. 9). Given the abundance of olive jar across the entire site, a lower threshold of three sherds per shovel test (light blue on Fig.

9) was used to plot the overall distribution of discarded refuse within the area of interest, and shovel tests with seven or more sherds of olive jar (dark blue on Fig. 9) indicate more dense concentrations of refuse. Figure 9 contains the location and weight of all the olive jar sherds found in the area of interest.

As can be clearly seen on Figure 9, the olive jar (representing refuse deposits) has a distinctly different distribution from that of the house daub. The olive jar is distributed in an elongated deposit 270 ft long and 30 to 60 ft wide in an area just to the east of proposed structures 1 and 2. This elongated deposit is presumed to be the refuse associated with the occupation of this area associated with the Menendez family.

The positioning of this refuse deposit becomes more compelling when likely locations of streets and lot lines are superimposed on the distributions of daub and olive jar (Fig. 10). The street layout and orientation is based on previously discussed orientation of the plaza, and excavated portion of one of Santa Elena's streets, and known lot sizes in Santa Elena (DePratter and South 1995: 80-91, Fig. 48). The size of the lots are consistent with the *caballería* lots measuring approximately 88 ft by 176 ft (100 *pies* by 200 *pies*) that Menendez would have been given (Crouch et al. 1982; DePratter and South 1995: 75).

Menendez family household and lots would have been adjacent to the plaza, which is identifiable by the area north of possible structures # 1 and # 3 that is devoid of both daub and olive jar in shovel tests. The lots shown on Fig. 10 are elongated east/west, but they would fit the layout just as well if they were rotated 180 degrees. As can be clearly seen in Figure 10, the concentrations of daub and olive jar observed in the 1995 shovel tests are consistent with the size of two high status lots and the orientation of the streets in the town of Santa Elena.

Figure 11 shows the location of two archaeologically excavated blocks (38BU51G and 38BU51H) that were excavated in 1998. These two blocks were excavated in an effort to explore the concentrations of artifacts in the area as well as to look for the remains of Ft. San Marcos (I). As can be seen in Figure 11, these excavation blocks fell between the concentrations of daub and olive jar that are of interest in the search for buildings occupied by Pedro Menendez and his family.

Figures 12 and 13 show the archaeological features that were exposed at the base of the plowzone when these two blocks were excavated in 1998. They contained a scattering of Spanish pits and postholes (blue), an abundance of nineteenth century agricultural ditches associated with cotton agriculture (yellow), and postholes from World War I tent platforms (red). There was no sign of a Spanish fort exposed in these two block units, so they were refilled without any excavations in the features.

One possible Menendez related feature, a well, was located in the southeast corner of the 38BU51G block. This well has been plotted on Figure 11. The fact that the olive jar concentration does not overlap this well suggests that refuse/garbage was intentional deposited in a manner to keep it from falling into the well. The location of this well and its placement within the area of interest suggests that it may indeed be a Menendez household well.

## **Fort San Marcos (I)**

The search for structures associated with the Menendez household is complicated by the likely presence of Ft. San Marcos (I) in the same area as was noted above. This prefabricated fort was brought to Santa Elena and erected in a matter of days due to fear of Indian attack.

Documents place this fort in the vicinity of the former Menendez household. This fort would have been large enough to house about 75 men, and it had a gun platform built to support several cannon. The footprint of this fort would consist of large postholes for the gun platform and residential structure (Fig. 14). No such postholes were uncovered during the excavations of the 38BU51G and 38BU51H blocks, so it is likely that the remains of Ft. San Marcos (I) are located just to the north of the 51H block. It also seems likely that the olive jar deposit north of 51H block is associated with this fort, and some of the daub in the area of possible structure # 3 (Fig. 9) may be associated with this fort.

### **Agricultural Ditches**

Figure 15 is a photograph of the nineteenth agricultural ditches (long linear features) exposed at the base of the plowzone in the 38BU51G block. The entire Menendez household area has been impacted by these agricultural ditches, which Stanley South thought were Spanish vineyard ditches when he first uncovered them (South 1983: 11). These ditches, dug with a cotton hoe, have cut into the tops of all the Spanish features in this part of the Santa Elena site, thereby causing some damage and disturbance to features (pits, wells, postholes, floor deposits, etc.). Fortunately, the damage is only across the tops of the features in clearly recognizable “furrows,” so the disturbed soil can easily be removed separate from the undisturbed feature fill.

### **Spanish Well**

Figure 16 shows the Spanish well uncovered during the excavation of the 38BU51G block (see Fig. 11 and 12). This well has not been excavated. Given the location of this well and the lack of olive jar/refuse around it, it seems likely that this well is associated with the Menendez household occupation of this area. There are likely other Menendez associated wells



nearby, as Spanish well appear to have been replaced fairly frequently (South and DePratter 1996).

### **Chinese Porcelain and Emerald Pendant**

Figure 17 illustrates Chinese porcelain found in the 38BU51G and 38BU51H block excavations. Such Ming period porcelain would have been quite expensive in the 1570s, and it is likely that this excavated collection would have been used by Pedro Menendez and his family. Figure 18 shows an emerald pendant excavated in the 38BU51G block. This was likely also owned by a member of the Menendez household.

### **Proposed excavations**

Determining whether proposed Structures 1 and 2 shown on Figures 9 and 10 are real should require only limited excavations. These excavations would consist of four ten foot squares in each structure. These squares would be hand excavated with all of the plowzone (top one foot of soil) screened to recover all artifacts. It is likely that some floor deposits from these structures will be present despite the anticipated presence of agricultural ditches (see discussion above). Determination of whether structures actually exist at these locations will be based on concentrations of daub, large iron spikes, presence of large postholes, and other construction related evidence.

Additional excavations will be conducted in the proposed location for Ft. San Marcos (1) shown on Figure 14. Four ten foot squares should be sufficient to determine whether there is a fort at this location or not. These squares would be placed in a line running north/south across the proposed footprint of the fort. This determination would be based on the presence of

construction-related materials as noted above. Because the size and shape of this fort is known, recognition of its remains in the ground should be fairly simple.

## **Future Work**

The excavations proposed above will be only the beginning of work need to expose the Menendez family household structures and the remains of Ft. San Marcos (I). Once it is determined that proposed structures 1 and 2 (Fig. 9) are indeed associated with Pedro Menendez, then one or both will need to be fully excavated. This will include all postholes, daub processing pits, hearths, trash pits, and associated wells. This work will allow a full understanding of constructions methods used, layout of rooms, activity areas in and around the structure, as well as articulation with activities carried out nearby including wells, food storage and preparation areas, etc.

The excavation of Ft. San Marcos (I) if found, will be a large undertaking. A contemporary drawing of Fort San Marcos (I) is present in the Archive of the Indies, and it shows the shape of the fort, placement of its cannons, etc. An inspection carried out in 1578 (Connor 1930: 153-163) provides abundant detail on the fort with its many rooms, its two cavaliers or towers, sleeping cubicles, gun platforms, and powder and supplies storage areas. Given this wealth of detail, once postholes are excavated, it should be a simple matter of placing the 1578 drawing over the exposed posthole pattern and matching the plan to the archaeologically excavated features.

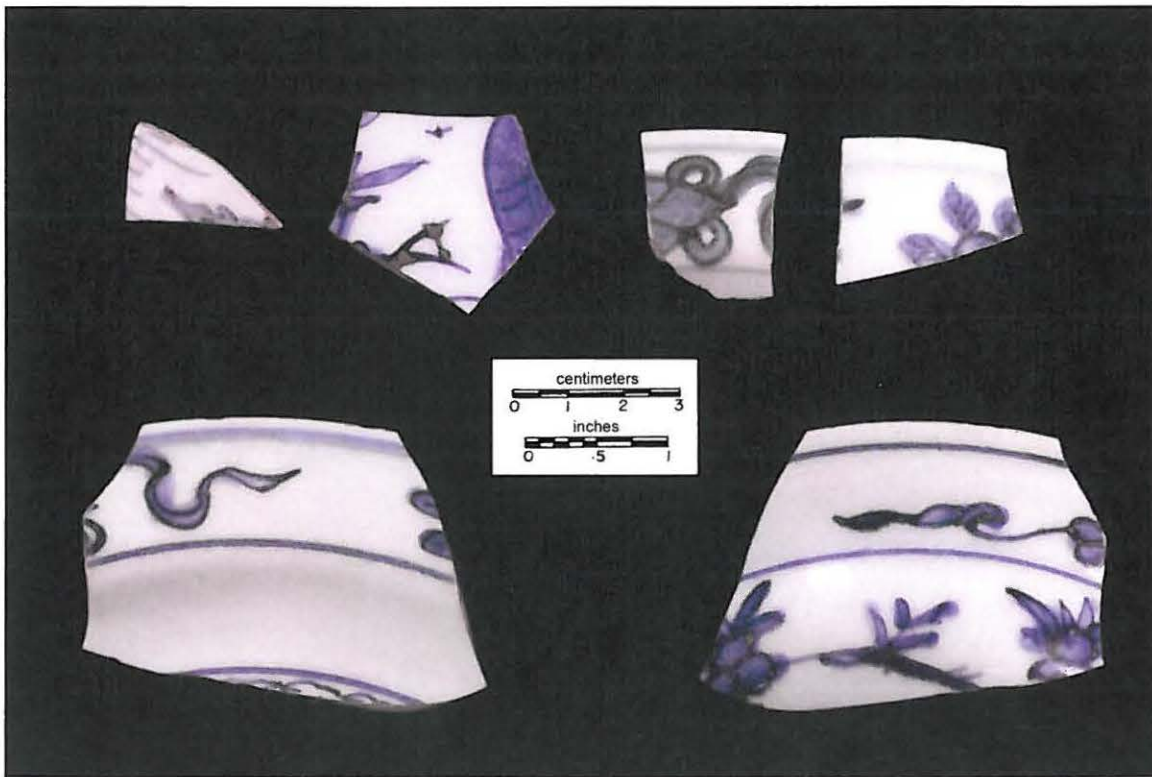
This work may be complicated to some extent by the fact that this fort was repaired by Royal slaves (Paar 1999:265-267) to some extent in 1582 or 1583, and there is no way of knowing whether it was burned or dismantled when it was abandoned in 1583 (Paar 1999:265-

267). In 1583, Ft. San Marcos (II) was constructed adjacent to the landing on the creek used for access to Santa Elena.

The excavations proposed above will also allow confirmation of the Santa road system and layout, as well as a determination of whether the plaza is at the location proposed.

**Proposed Search for Governor's Lot on  
United States Marine Corps Recruit Depot,  
Parris Island, South Carolina**

by  
*Chester B. DePratter*



**South Carolina Institute of Archaeology and Anthropology**

**College of Arts and Sciences  
University of South Carolina, Columbia SC  
2014**

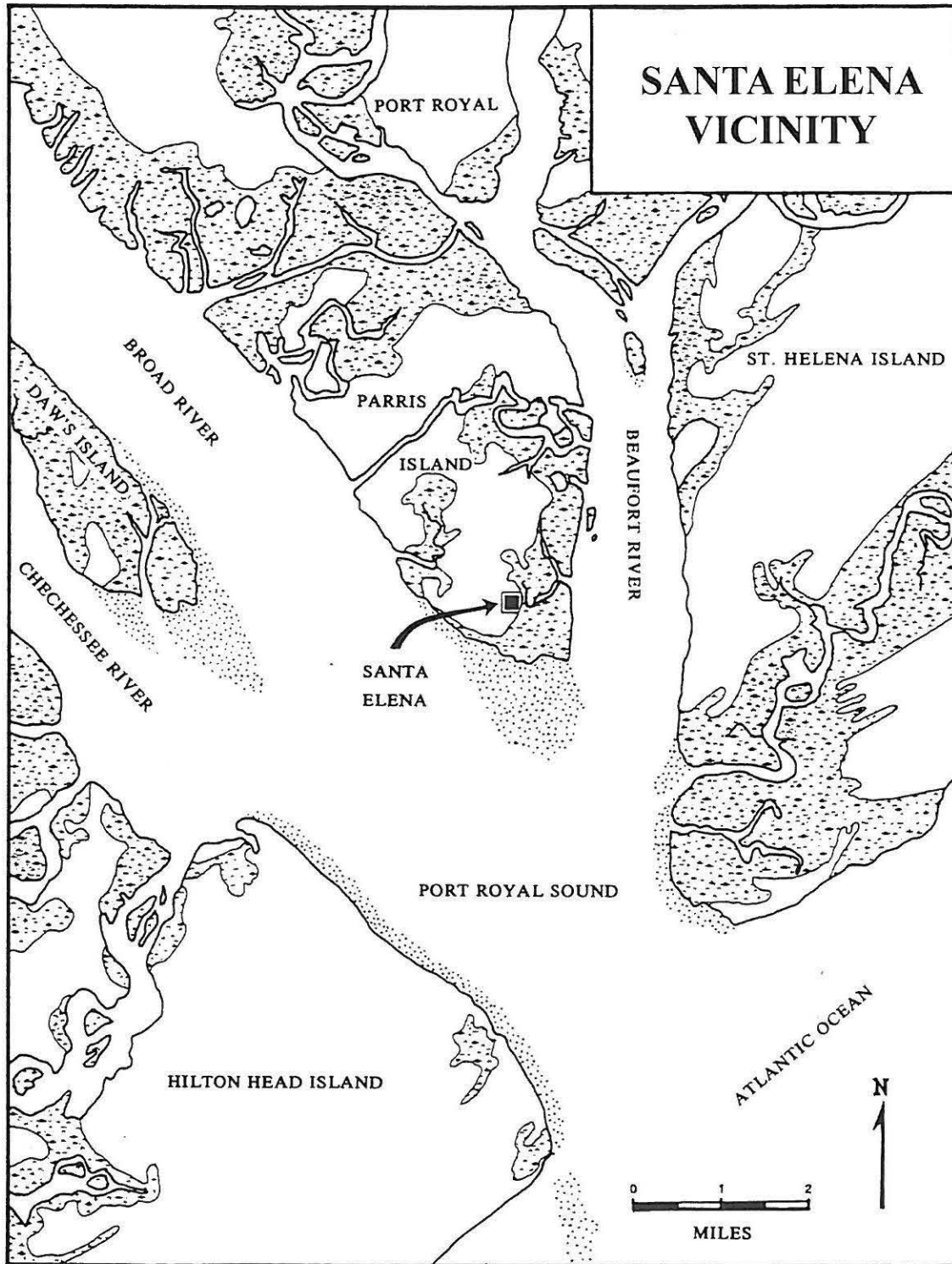


Figure 1. Map showing location of Santa Elena

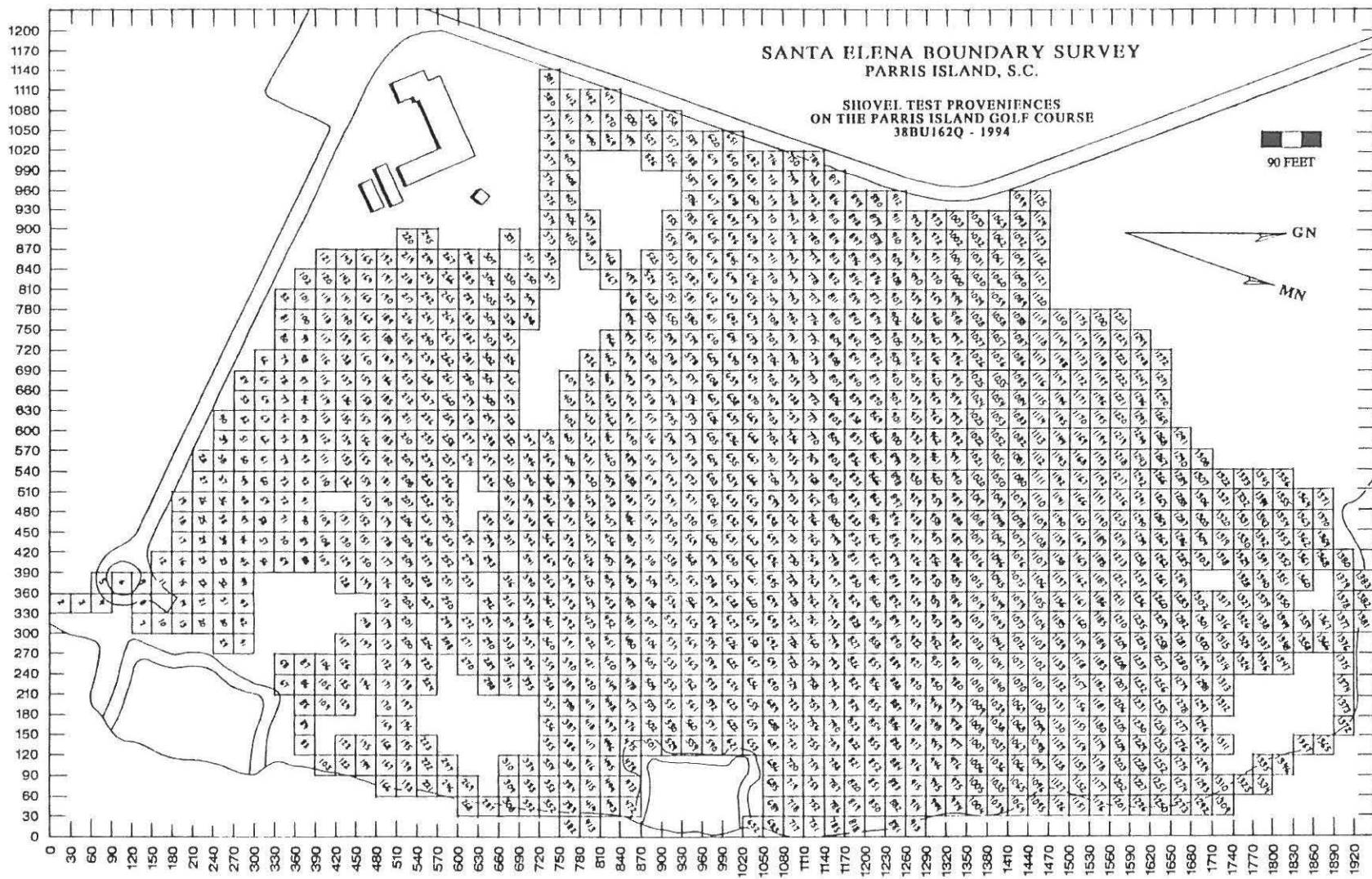


Figure 2. Diagram of shovel test units completed as part of the 1994 boundary survey.

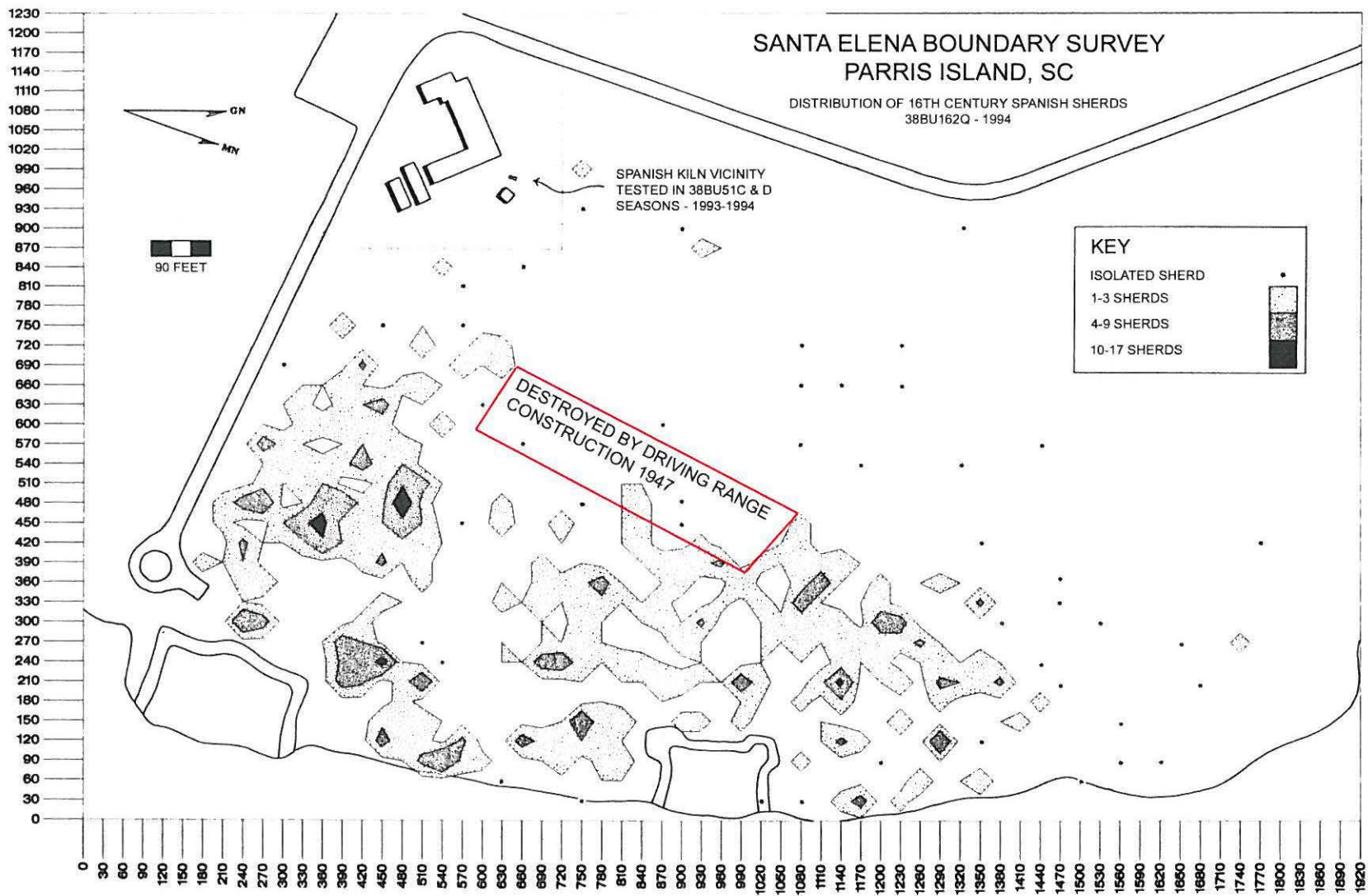


Figure 3. Distribution of Spanish pottery based on boundary survey shovel testing.

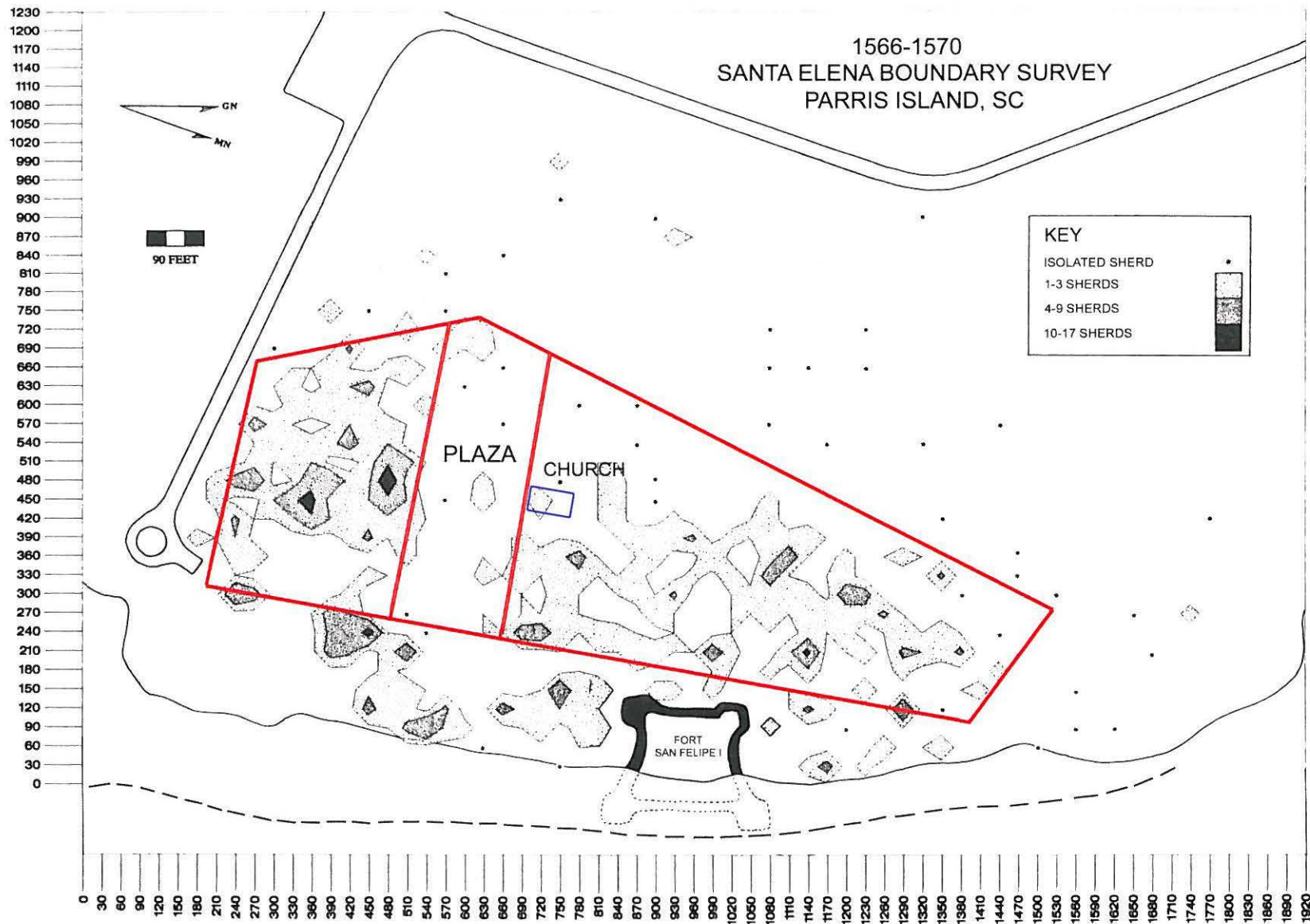


Figure 4. Santa Elena town plan, 1566-1570



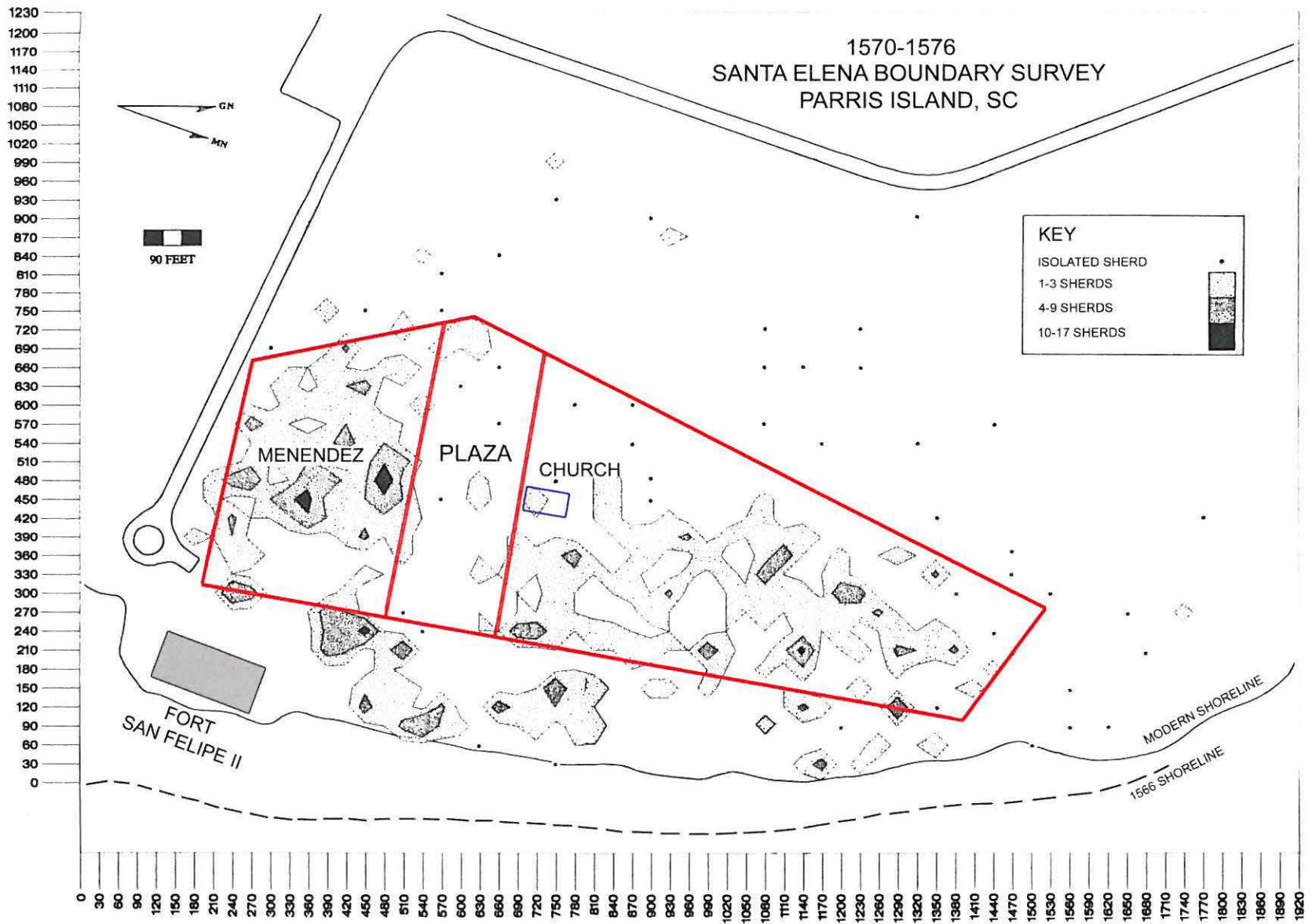


Figure 5. Santa Elena town plan, 1570-1576.

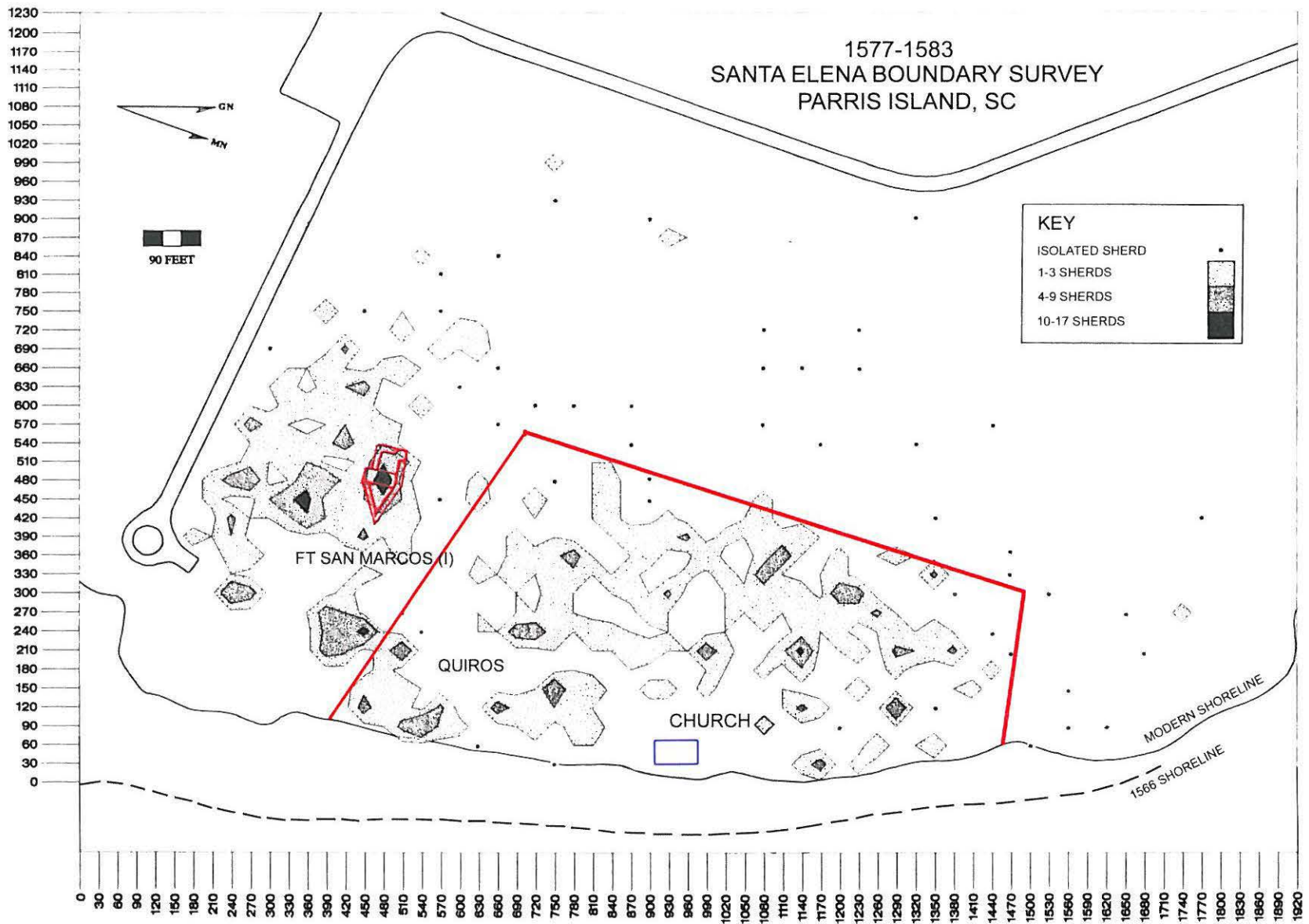


Figure 6. Santa Elena town plan, 1577-1583.

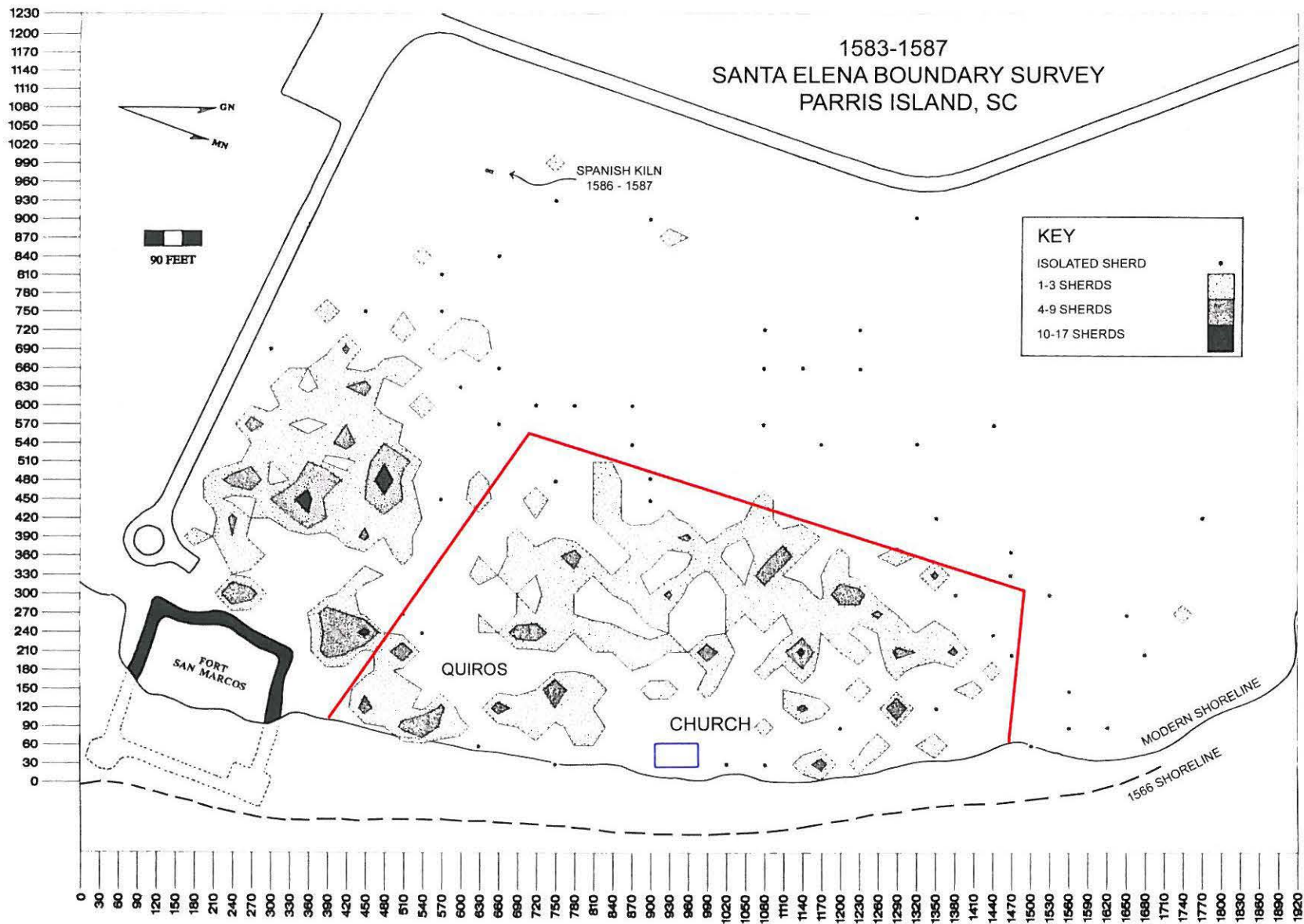


Figure 7. Santa Elena town plan, 1583-1587

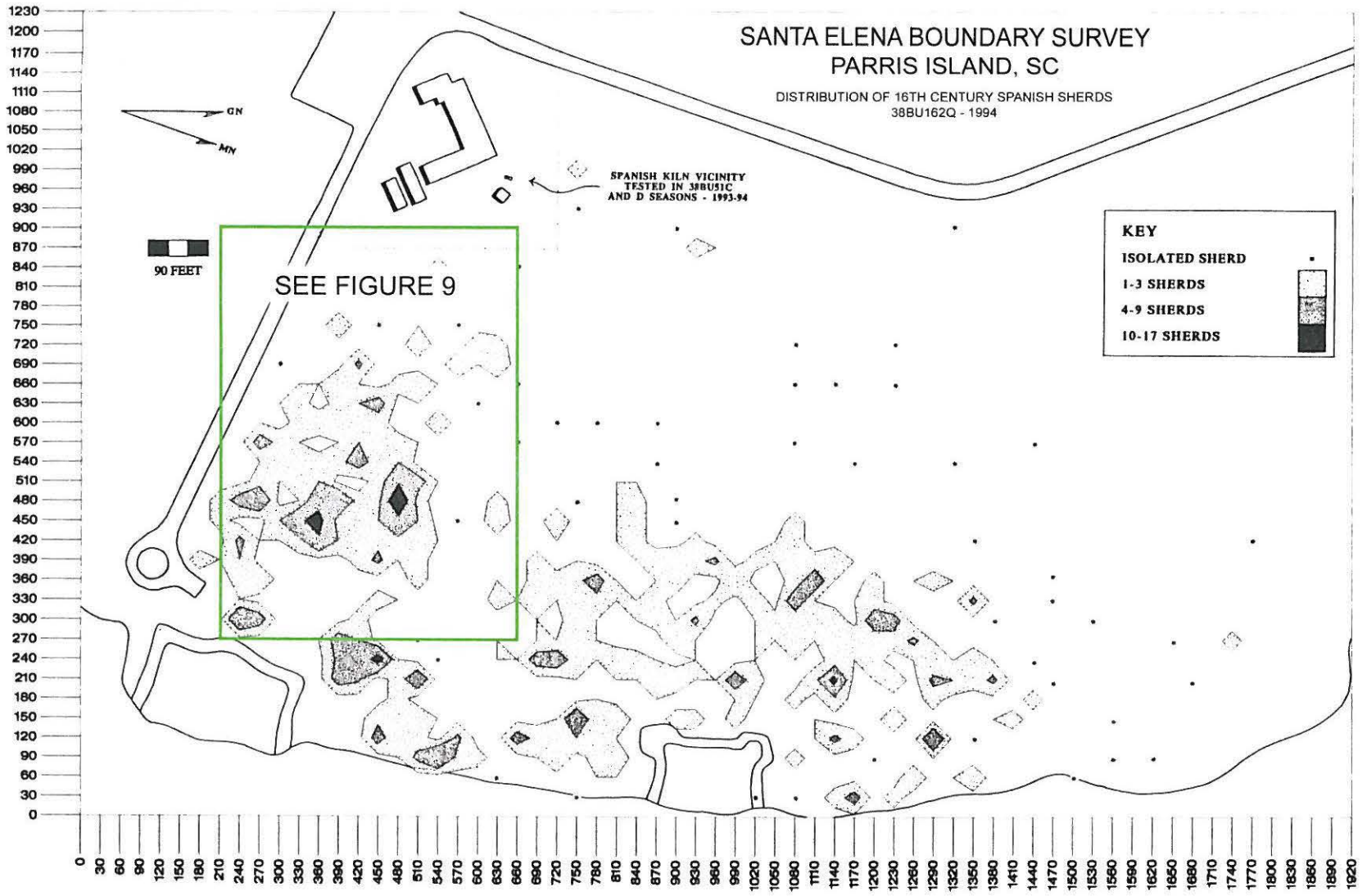


Figure 8. Location of shovel testing grid in vicinity of Menendez household.

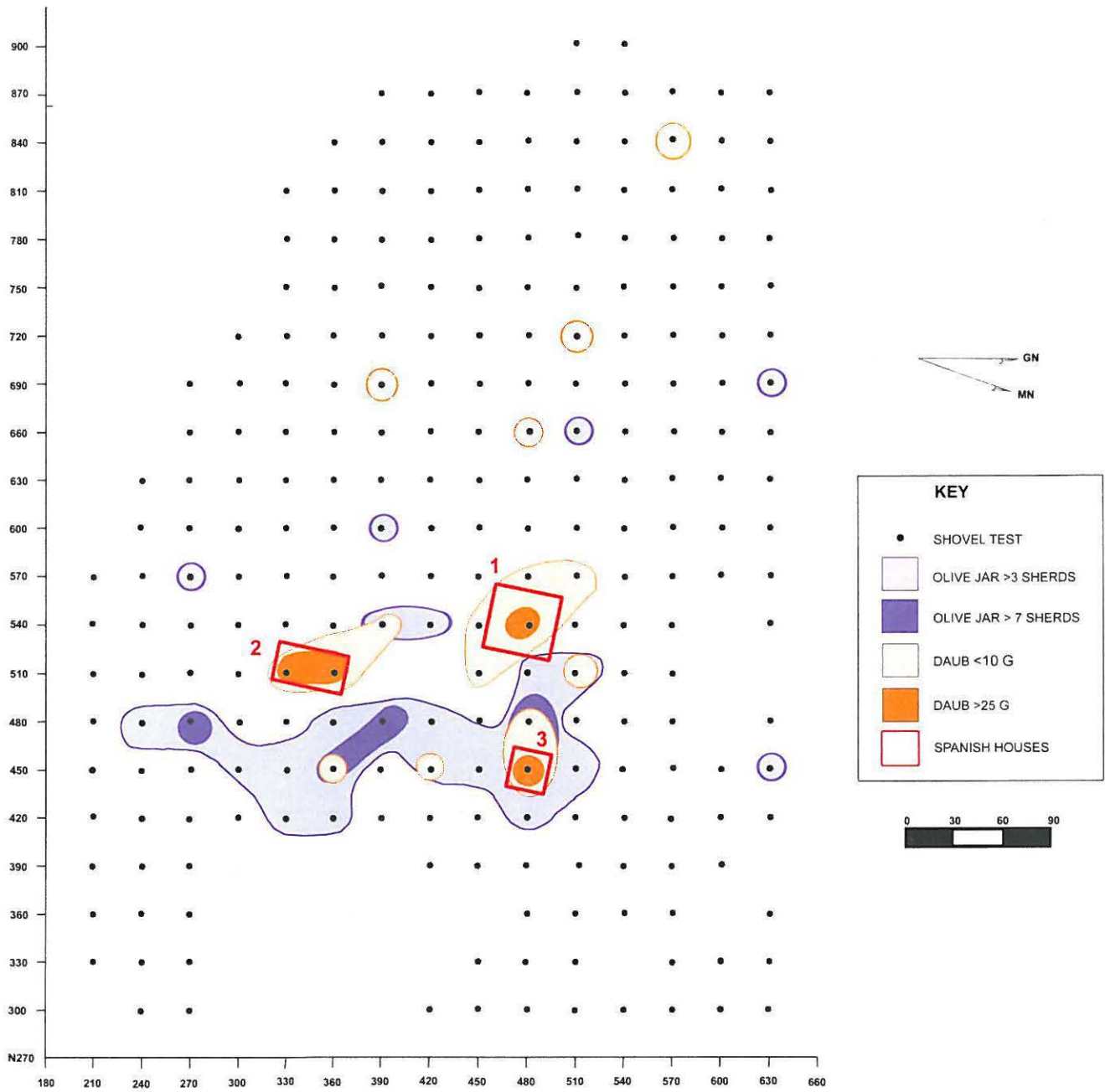


Figure 9. Shovel testing in area south of 1566-1576 plaza showing distribution of daub and olive jar with probable structures.

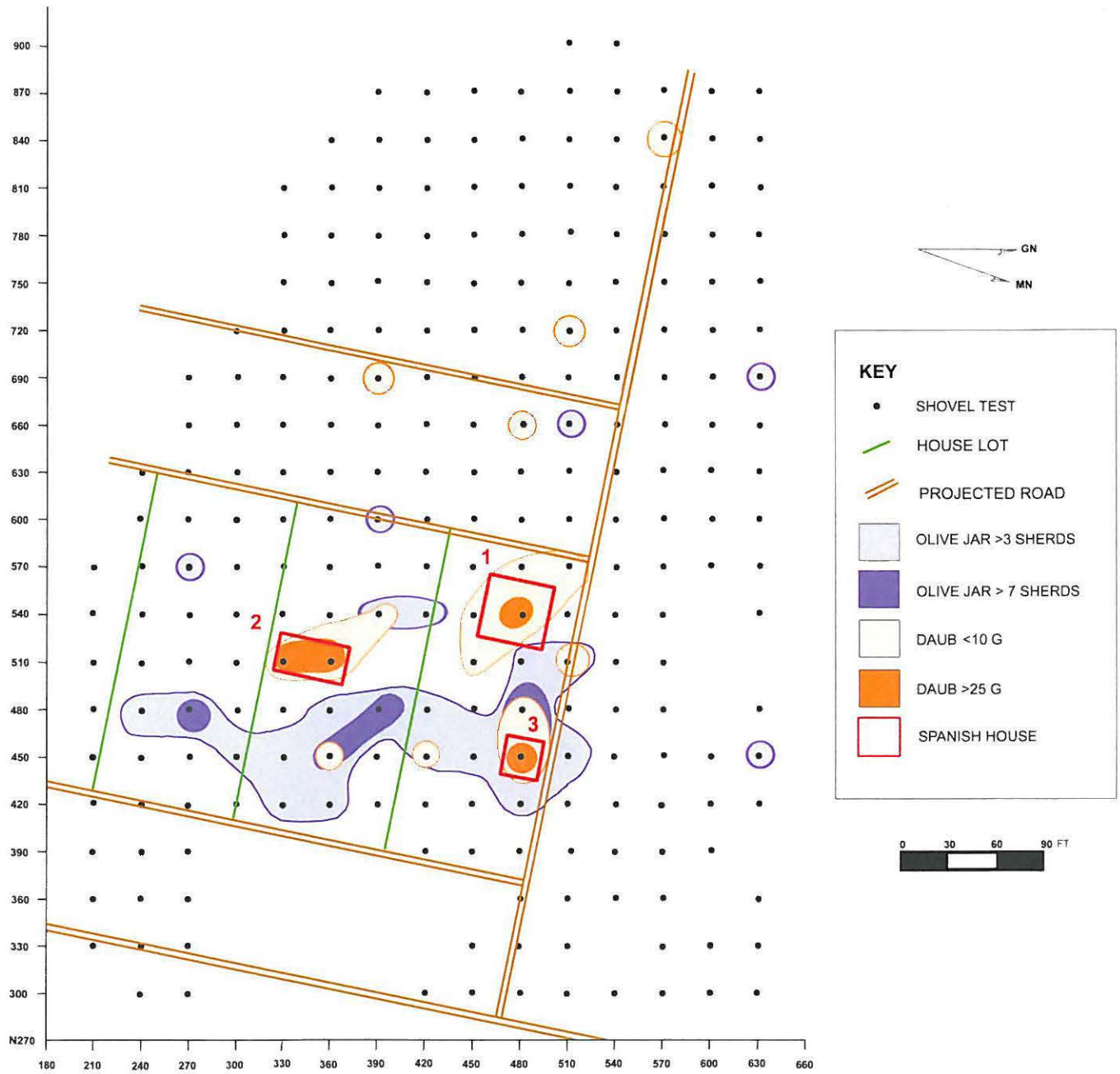


Figure 10. Map showing possible streets, structures, and lot lines in Menendez household area.

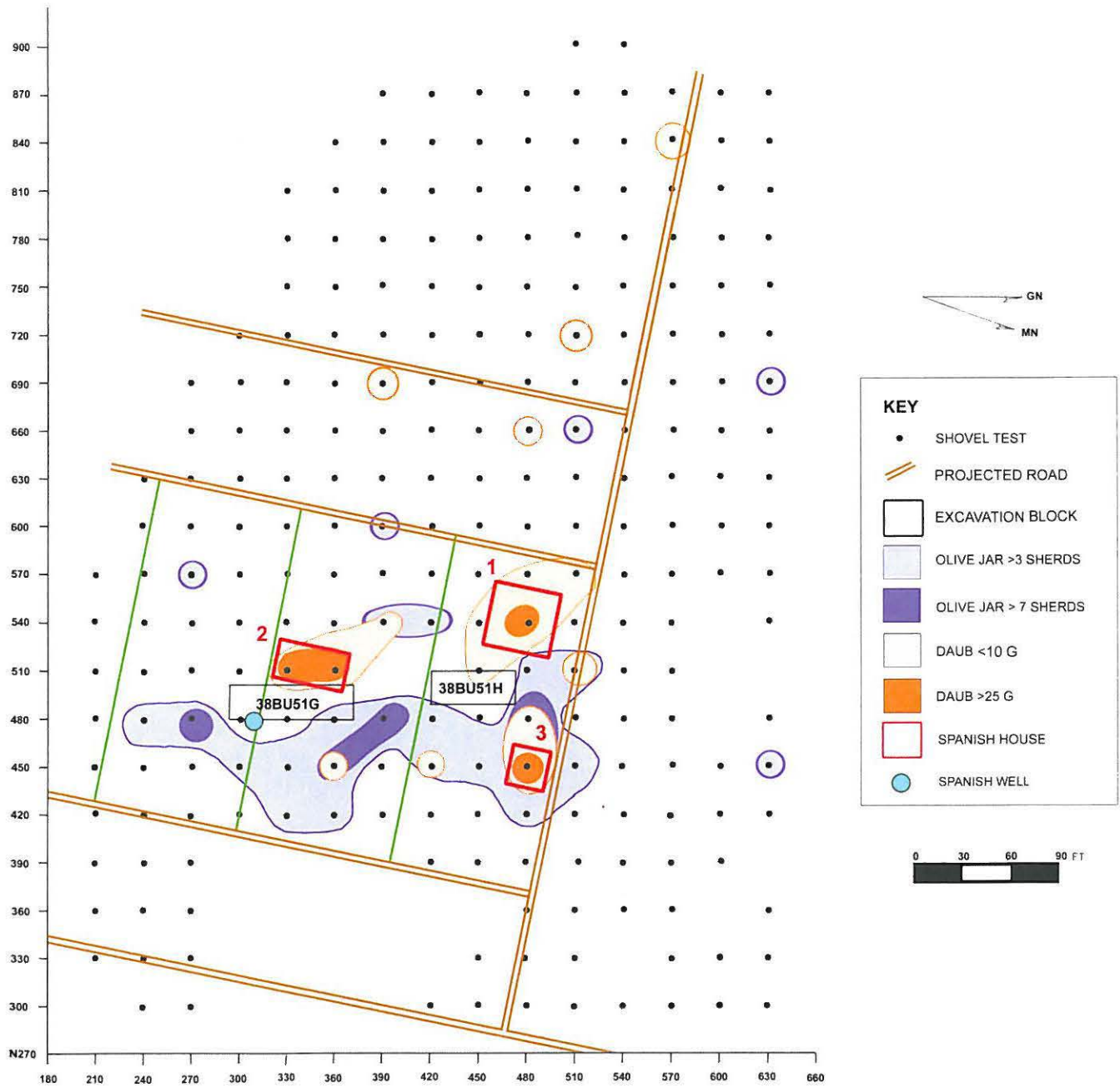


Figure 11. Location of 38BU51G and 38BU51H block units in Menendez household area.

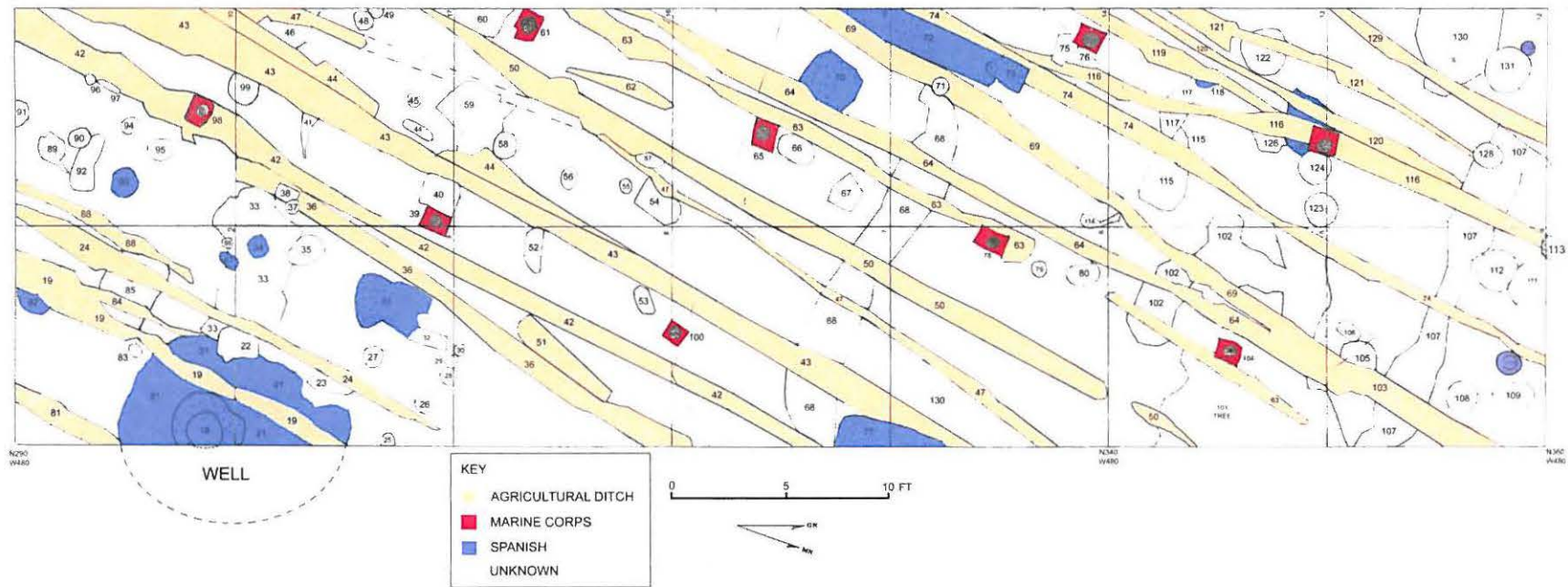


Figure 12. Features exposed at base of plowzone in 38BU51G block.



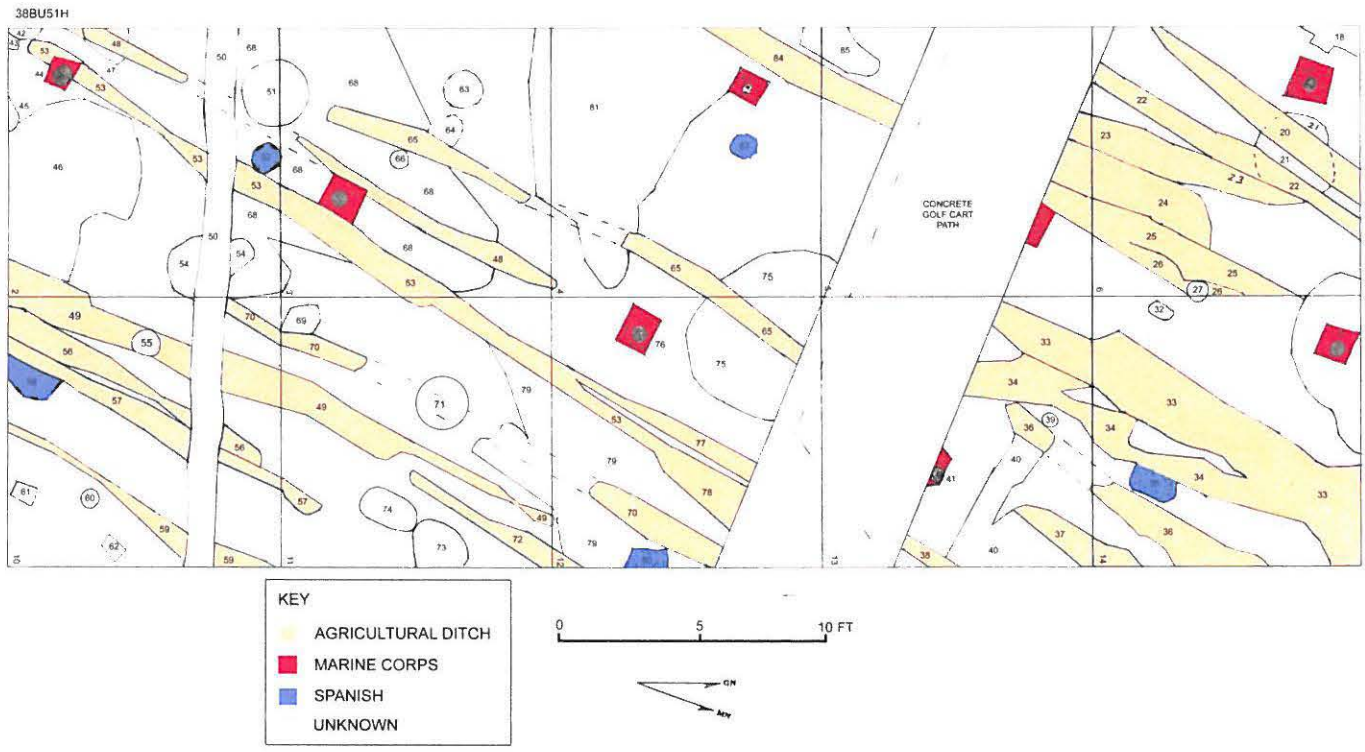


Figure 13. Features exposed at base of plowzone in 38BU51H block.

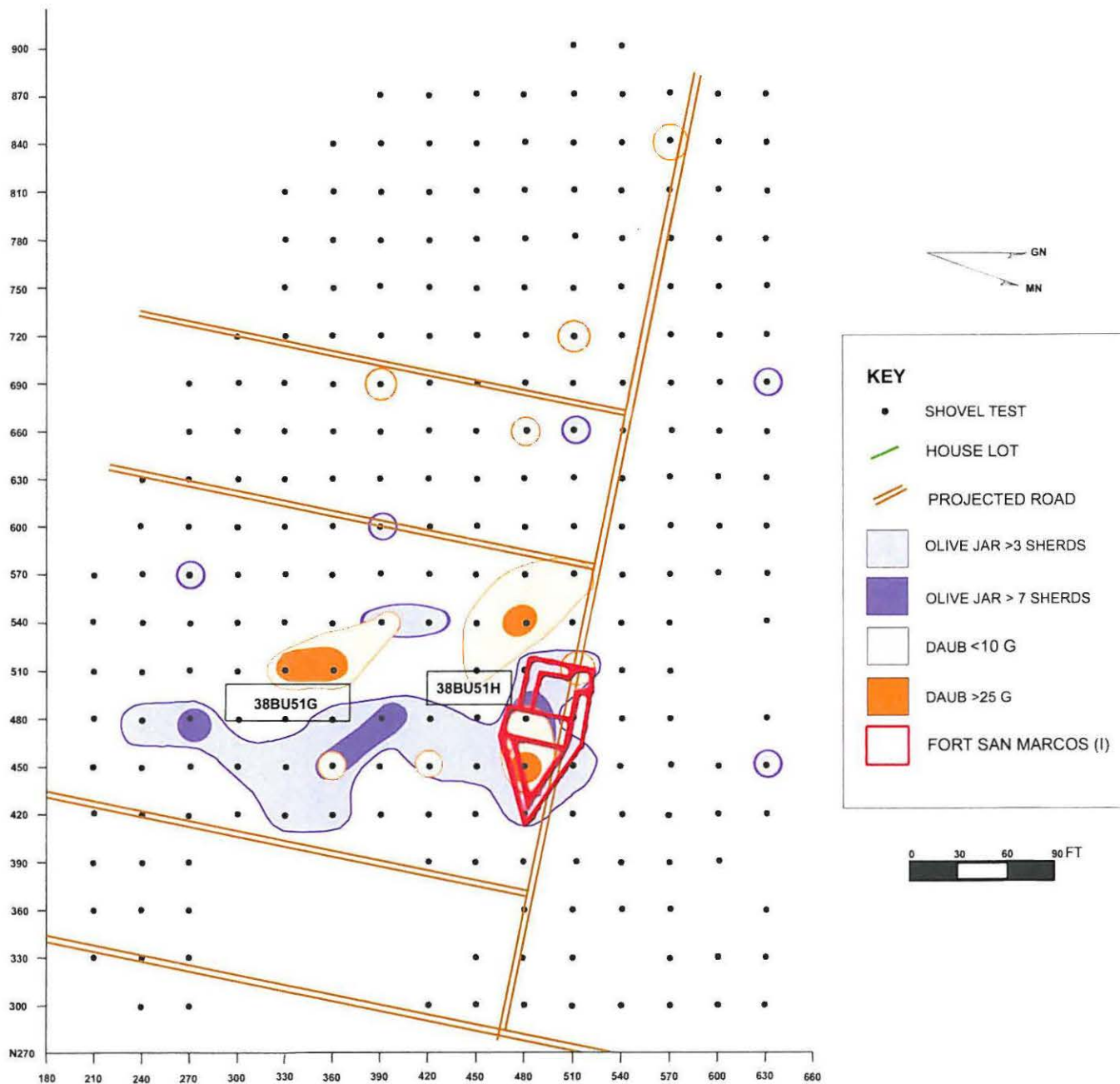


Figure 14. Probable location of Fort San Marcos (I) (1577-1583).



Figure 15. 38BU51G block showing agricultural ditches and other features at base of plowzone; 7<sup>th</sup> green in background.



Figure 16. Spanish well in 38BU51G block.

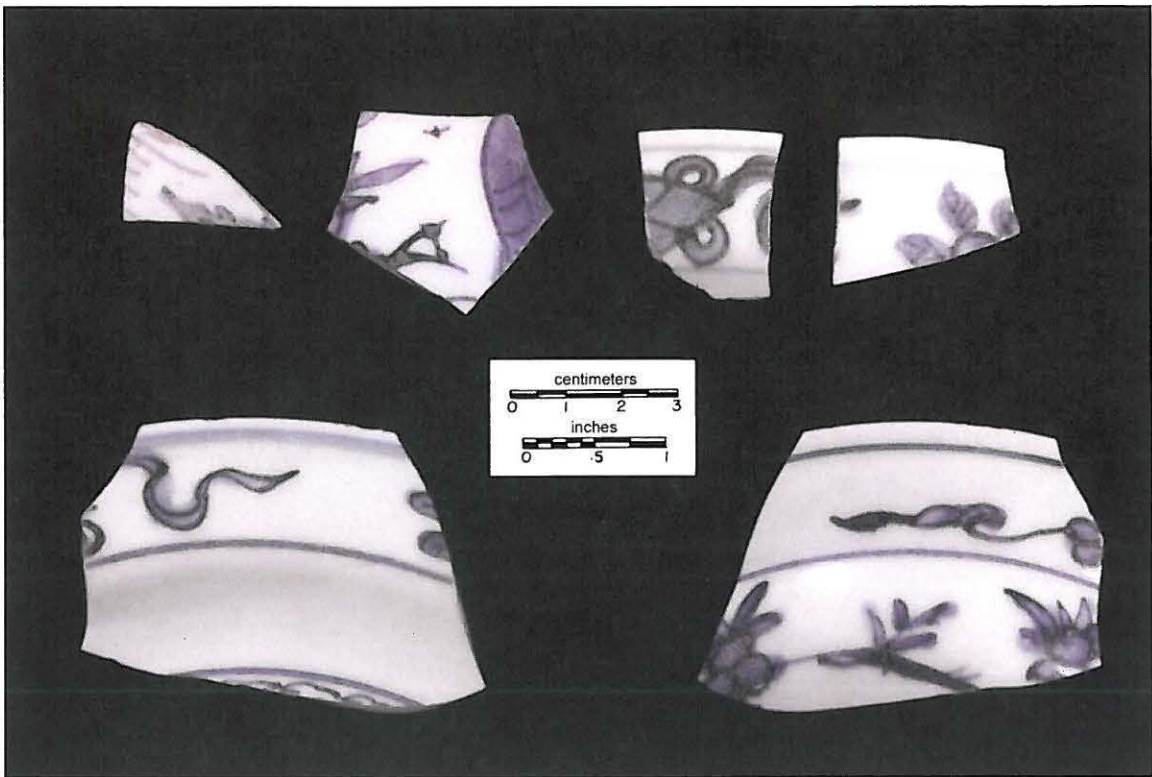


Figure 17. Chinese porcelain from 38BU51G block.



Figure 18. Emerald pendant from 38BU51G block.

**Appendix C – Tourism Impact Study**

Running head: ECONOMIC INFLUENCE OF HISTORICAL TOURISM IN BEAUFORT

The Economic Influence of Heritage Tourism in Beaufort County, South Carolina

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## ECONOMIC INFLUENCE OF HISTORICAL TOURISM IN BEAUFORT

### **Abstract**

The first entry point by Europeans at the Santa Elena archeological site on Parris Island, South Carolina comprises a rich history and greatly untold story. The establishment of a cultural interpretive center in Beaufort County may be the opportunity to link numerous historic locations in the coastal South Carolina Lowcountry with the multi-period, archeological site on Parris Island. The establishment of a proposed cultural interpretive center, the re-start of archeological excavation at the Santa Elena site, and promotion of the collective area history may increase historic-linked economic activity in the South Carolina Lowcountry. Economic benefits may derive from increased tourism, discovery of the area by a larger number of domestic and international visitors, increased relocation activity, the promotion of cultural bridges with heritage European countries, and direct capital investment by the business community. The following report includes a review of scholarly literature recording the economic benefits experienced by communities with heritage cultural exhibits. Included as well are economic considerations using relevant data on spending patterns by visitors to historic sites.

*Keywords:* Historical tourism, economic influence, South Carolina, Santa Elena, rural development, early American history, Beaufort County

# ECONOMIC INFLUENCE OF HERITAGE TOURISM IN BEAUFORT

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### **Economic Influence of Heritage Tourism in Beaufort County**

Notable historic locations in Beaufort County were sites of activity spanning initial European exploration, pre-Colonial, Colonial, Revolutionary, the War Between the States, and Reconstruction periods of South Carolina history (Rowland, Moore, & Rogers Jr., 1996). The following report is an evaluation of potential economic impact and benefit to Beaufort County from expanded promotion of the Charlesfort-Santa Elena historical site on Parris Island. The site contains archeological artifacts from early contact by distinct Spanish, French, and English explorers (National Parks Service, 2014). European arrival on the site first occurred in 1562 (Lyon, 1984; Rowland, et al., 1996) and is documented thoroughly in scholarly literature. The arrival of European explorers and the establishment of early settlements on Parris Island, however, are historic events with potential for additional archeological exploration (DePratter, South, & Legg, 1996; South & DePratter, 1996). The archeological site is named for a Spanish settlement of Santa Elena lasting from 1566 to 1587 (Lyon, 1984; South, 1979, 1980, 1982, 1983, 1984; South & DePratter, 1996).

Members of the Santa Elena Foundation seek to reopen the Santa Elena archeological site and to establish a cultural heritage center as a tool to communicate the pre-Colonial history of the Port Royal Sound. The purpose of the present research report is to consider possible visitor interest and summarize the economic influence of heritage sites in the United States recorded in scholarly literature. An additional objective is to estimate possible economic benefits to Beaufort County from increased historical tourism generated subsequent to the opening of the proposed cultural interpretive center based upon findings from prior and original research.

**Research Problem**

The research problem is a lack of data on increased tourism subsequent to the re-opening of the Santa Elena archaeological site and a new cultural interpretive center in the Town of Port Royal, South Carolina. Estimates of economic impact and benefit to Beaufort County subsequent to the opening of a heritage interpretive center are limited by the lack of information on probable resultant changes in visitation patterns. Leader decisions may be sub-optimized due to the poverty of information available.

**Research Purpose**

The purpose of this research report is to explore visitor interest, potential changes in tourism patterns, and associated economic impact for Beaufort County subsequent to the re-opening of the Santa Elena archaeological site and a new cultural interpretive center in the Town of Port Royal, South Carolina. A derivative objective of the report is to provide leaders with recommendations on means to obtain data and information that may improve Santa Elena project decisions.

**Background**

The Santa Elena site has a prominent place in the history of European exploration and settlement of present-day United States. A partial chronology of European settlement on the eastern coast of North America follows:

- 1562 - Jean Ribault and Charlesfort on Parris Island (DePratter, et al., 1996; Rowland, et al., 1996)
- 1565 - Fort San Augustin (St. Augustine, Florida) (Lyon, 1976, 1984; Manucy, 1992)

- 1566 - Fort San Salvador on Parris Island and Santa Elena community (Lyon, 1976, 1984; Manucy, 1992; South, 1979, 1980, 1982, 1983, 1984; South & DePratter, 1996)
- 1584 - First non-military settlement at St. Augustine (Lyon, 1984)
- 1587 - English Lost Colony of Roanoke Island (North Carolina)
- 1607- Jamestowne (Virginia)
- 1620 - Mayflower and Plymouth (Massachusetts)
- 1670 - Charlestowne (James Island, SC)

Archeological studies at the Santa Elena site conducted by Professor Stanley South of the Institute of Archeology and Anthropology at the University of South Carolina spanned 1979 to 1991 (Lyon, 1984; South, 1979, 1980, 1982, 1983, 1984; South & DePratter, 1996). Professor Chester DePratter, also of the archeological department at the University of South Carolina, joined the project and discovered the remains of Charlesfort, the first European fort constructed by French explorers in 1562 (DePratter, et al., 1996). The historical record of European settlement on Parris Island is well documented by scholars, yet the activities at Charlesfort and Santa Elena are not well reported in popular American history. The Charlesfort site “predates the first English settlement at Roanoke Island (in present day North Carolina) by more than two decades. It is 45 years older than the English settlement at Jamestown, Virginia and more than one hundred years older than Charleston, the oldest English settlement in South Carolina” (DePratter, et al., 1996, p. 5).

The archeological discoveries conducted at the site were limited: at least two additional Spanish forts are to be located and 80 percent of the Santa Elena site yet to be excavated

(DePratter, et al., 1996). Reopening the archeological digs at Santa Elena and establishing a permanent cultural interpretive center are goals of the Santa Elena Foundation. The histories of early European settlements in the area of the Port Royal Sound—decades before Roanoke Island and Jamestown—are stories the foundation leaders believe members of the public wish to learn.

### **Tourism and Beaufort County**

Annual direct tourism expenditures in Beaufort County exceed \$1.0 billion (Salazar, 2013c). The US Travel Association reported for 2012 that travel revenues increased by 5.18% over 2011 in South Carolina, supporting tourism-related payrolls of \$204.4 million. Estimates of 12,200 jobs from travel-related expenditures were sustained by the tourism industry in Beaufort County in 2012 (United States Travel Association, 2013).

### **Economic Benefit from Tourism**

Economic impact is defined by the US Travel Association as “measures of spending, employment, payroll, business receipts and tax revenues generated” (United States Travel Association, 2013). The process of sharing the history of a location is growing in economic importance that must be cultivated and promoted to not lose intrinsic value (Zainaldin, 2003). Increasing public access to features unique to a location may match visitor demand for cultural and heritage experiences; active promotion of culture and heritage, therefore, are tools useful to economic development (Lacher, Oh, Jodice, & Norman, 2013).

Tourism is the largest private employer in South Carolina (Gullah Geechee Cultural Heritage Corridor Commission, 2012). The per person daily spend of \$311.00 by visitors from a radius greater than 50 miles was recorded by respondents to the Hilton Head Island and Bluffton Virtual Guestbook survey (Salazar, 2013a). In a study of the city of Charleston, host to three

million visitors each year, visitors spend an average of \$183.00 per day per person (Marsh, 2012). Local sales tax revenues from travel-related expenditures were \$33.3 million for Beaufort County in 2012. Dudley Jackson, Research Director for the South Carolina Department of Parks, Recreation, and Tourism estimates a multiplier effect of 1.76 from derivative spending over annual direct tourism revenues (Jackson, November 11, 2011). Nationally, tourism is responsible for one out of every ten jobs, “and supports 1.8 indirect jobs for each direct” tourism job (G. Fletcher & MacNulty, 2007, p. 14). Total travel-related revenues in Beaufort County may be therefore estimated at \$1.7 to \$1.8 billion for 2012. Long-term capital investment in the county is also effected by tourism: respondents to a Red Fields to Green Fields case study on Hilton Head Island reported visiting eight to ten times before investing in a home in Beaufort County (Salazar, 2013c). Travel and tourism are an important to the Beaufort County economy.

### **Heritage Tourism**

Heritage tourism includes cultural dimensions present at a destination and is a fast growing segment of the tourism industry (Gartner, 2004). Heritage touristic locations attract visitors seeking to experience assets that are unique and irreplaceable (Marsh, 2012). The unique features of a place that are inherited based on historic events or naturally occurring due to physical location are the attractions that draw visitors interested in heritage and cultural tourism (Lacher, et al., 2013). Tourism destinations are those locations that draw “visitors to stay a considerable period of time by virtue of a combination of attractions, facilities, and amenities” (G. Fletcher & MacNulty, 2007, p. 15). The Georgia governor’s commission on history identified heritage tourism as a means leaders employ successfully to vitalize downtown and

rural areas (Zainaldin, 2003). Demand for authentic, heritage tourism in rural settings is rising for an American population that is increasingly urban-based (Gartner, 2004).

Interest in cultural tourism is motivated by traveler desire to experience a culture, experience cultural events, and to learn about cultural history (Gartner, 2004). The activities of tourists, in part, reflect traveler sentimental interest in the past (Morris & Sanders, 2009). Moreover, the traveler interested in authentic cultural destinations seeks differentiated and unique experiences, avoiding homogenized travel resorts (Lacher, et al., 2013). Heritage tourists are older, more affluent, and more educated than other travelers; tourists with interest in heritage sites stay longer, spend more money, travel by car, without children, and stay in commercial accommodations (Gullah Geechee Cultural Heritage Corridor Commission, 2012; Zainaldin, 2003).

The historical heritage of Beaufort County may be understood as important by the member organizations that participate in the Beaufort County Historical Resources Consortium:

Historic Beaufort Foundation	Penn Center,
Beaufort County Library	Gullah/Geechee Sea Island Coalition,
Beaufort County Records Management,	Heritage Library,
Beaufort County Planning,	Beaufort County Historical Society,
City of Beaufort Planning,	Bluffton Historical Preservation Society,
The Parish Church of St. Helena,	Daufuskie Island Historical Society, and
Parris Island Museum,	University of South Carolina Beaufort
Coastal Discovery Museum,	(Hill, Adams, & Cordial, 2011).

## ECONOMIC INFLUENCE OF HERITAGE TOURISM IN BEAUFORT

Tourism planning is best executed by leaders who consider economic, social, and environmental benefits, a triple bottom line (Tyrrell, Paris, & Biaett, 2012). In a report to the County Administrator, Beaufort authors Hill, Adams, and Cordial recommended investment by the county to promote the heritage of the region and provide a high-quality, authentic “heritage tourism program leveraging our many and diverse heritage tourism assets” (2011, p. 21). The report suggested the following summary recommendations:

- Be sensitive to racial, ethnic, socioeconomic issues.
- Beware of improper mass-marketing that may trivialize local traditions.
- Adopt sound heritage management practices.
- Stress traditional landscapes, authentic architecture, events and customs.
- Resolve issues of historic preservation versus restoration.
- Beware of overcrowding and overuse.
- Avoid artificial branding (Hill, et al., 2011).

### **Authenticity and Sustainability**

Authenticity is an important attribute for heritage tourism (Gartner, 2004; Salazar, 2013c). Successful promotion of a tourist destination may disrupt the original appeal of the site: over use, over promotion, and factors that diminish the uniqueness of a site may lead to the destruction of the special nature of the attraction (Marsh, 2012). A challenge for the promotion of the numerous and diverse heritage sites in Beaufort county is to ensure sustainable promotion (M. Fletcher & Prashantham, 2011; Hill, et al., 2011). Visitors and residents share the same space (Salazar, 2013c). To ensure on-going support by residents who share space and utilization with visitors, development must be managed and designed with sustainability so that residents

mutually benefit and encourage an authentic heritage (Sharma & Dyer, 2009; Tyrrell, et al., 2012).

### **Visitor Demographics**

Visitors traveling more than 50 miles are often identified as tourist, those travelers who spend longer periods of time and money in a location, while excursionists commute to the location for the day (Hill, et al., 2011; Marsh, 2012). Across the State of South Carolina 29.5 million visitors in 2013 spent a total of 107.3 million visitor-days, averaged 2.1 people per group, and spent just under \$600 per party (South Carolina Department of Parks Recreation and Tourism, 2013). Three-quarters of all travel involved overnight stays and 30% of the visitors reported activities that included sightseeing, visiting historic places, visiting old homes/mansions, and museums (South Carolina Department of Parks Recreation and Tourism, 2013). National data record that 34% of domestic traveler activities include visits to historical places, museums, and state or national parks (Morris & Sanders, 2009). The management plan prepared by the National Park Service for the Gullah Geechee Cultural Heritage Corridor included data identifying heritage tourist as older and well educated, tending to travel without children, who move about by automobile, and take advantage of commercial accommodations (Gullah Geechee Cultural Heritage Corridor Commission, 2012).

### **Beaufort Visitor Demographics**

Data collected through guestbook surveys sponsored by the Beaufort Regional Chamber of Commerce show Augusta, Charlotte, Greenville, and Columbia as important origination locations for visitors (Salazar, 2013b). Current visitor traffic also records the importance of visitor populations traveling to the area from Charleston and Atlanta and then from more distant



origination locations of the New York, Cincinnati, and Knoxville statistical metropolitan areas (Salazar, 2013b). Respondents to the guest book survey were predominantly between 41 and 70 years of age, with 73.3% of all respondents over the age of 41 years. The Baby-Boomer generation in 2010 was 80 million members strong; members of this generation are people who seek to relocate from large to smaller communities seeking a more stress-free lifestyle (Williams & Page, 2011). Members of this generational group are likely buyers of second homes and appreciate expensive restaurant meals (Williams & Page, 2011). 74% of respondents reported their status as married and 67.5% do not have children under the age of 18 living at home.

Travelers completing the survey reported with a frequency of 73% that they travel in groups of two or more. Respondents reported with a frequency of 80.2% to have attended college, and 56.1% of respondents reported holding a bachelors or graduate degree. Respondents reported with a frequency of 61.7% to have annual household incomes greater than \$50,000.00 and 25.5% of respondents reported annual incomes in excess of \$100,000.00. Visitor respondents reported staying two or more days in Beaufort with a frequency of 67.5%. Visitors who answered the questionnaire reported with a frequency of 80% that historic interests were very important or somewhat important to their decision to visit Beaufort. The percentage of respondents who spent \$100 or more per day on lodging was 30%. The percentage of respondents who spent \$50 or more per day on restaurant meals was 40.3%. The percentage of respondents who reported spending \$50 or more per day on retail purchases was 29.8%.

### Demographics for Beaufort Festival Visitors

Beaufort is home to a number of annual festivals and special events. Data collected by the Lowcountry Resort Island Tourism Institute for the Beaufort Regional Chamber of Commerce is shown in Table 1.

Table 1

#### *Beaufort Festival Visitor Demographics*

	Shrimp Festival 2013	Taste of Beaufort 2012	MCAS Air Show 2011
Percentage of Respondents > Age 40	66.7%	71.2%	41.2%
Percentage Married	67.8%	68.9%	52.0%
Percentage without children at home < 18 year of age	70.8%	67.3%	53.2%
Percentage with bachelors degree or higher	53.0%	54.0%	
Percentage with household income > \$50,000	69.5%	75.4%	51.1%
Percentage spending two or more days in Beaufort	62.4%	69.0%	64.7%
Respondents who spent > \$100/ night on lodging	57.8%	35.1%	
Respondents who spent > \$50/ day on meals	58.0%	61.7%	
Respondents who spent > \$50/ day on retail purchases	45.0%	60.4%	

(Salazar, 2012, 2013)

### Economic Experience of Other Heritage Sites

“People working in the tourist industry derive economic benefit from products that represent people, places, regions, cultures and or/events, and by catering to the self-interests and identities of those who purchase them” (Morris & Sanders, 2009, p. 132). Event-based tourism may drive meaningful commercial benefits for a tourism destination, increasing traffic and

utilization rates for existing infrastructure (Litvin & Fetter, 2006). The promotion of special events may be timed to increase occupancy for accommodations and boost traffic in retail and dining locations during seasonal periods of low tourism. Moreover, recreational development that attracts higher numbers of visitors also increases the number of people who relocate permanently to the area, providing a sustained increase in the overall economy (Reeder & Brown, 2005). Scholarly literature records data supporting the conclusion that tourism may promote a flourishing economy, “attracting retirees, entrepreneurs, and young workers” and may aid rural locations to diversify with an increased range of goods and services (Hanagriff, Beverly, & Lau, 2009, p. 72).

A variety of studies support favorable economic benefits from heritage and cultural tourism. The GO TEXAS co-funding program sponsored by Texas Department of Agriculture for rural communities resulted in a 34% increase in year-over-year attendance; 56% of those events sponsored were historical or local heritage events (Hanagriff, et al., 2009). Spoleto Festival USA in Charleston offers to residents and visitors a combination of the city’s historical features and a festival that brings music, art, theatre, and dance. The annual event is considered a major factor in the success of Charleston as a tourism destination (Litvin & Fetter, 2006). Mesa Verde in Montezuma County, Colorado is a World Heritage Cultural Site and the ancestral home of the Pueblo People. The site attracts several hundred thousand visitors each year, direct tourism spending, and considerable indirect economic impact to Southwestern Colorado (Walls & Longo, 2005). The City of Tucson, Arizona invested in a 200,000 square foot cultural interpretive center designed to communicate the origins of the area and anticipated attracting an additional 280,000 visitors each year spending an anticipated \$157.00 per visitor (Moore, 2006).

Table 2

*Select National Monument Annual Statistics*

<u>Site Name</u>	<u>Annual Number of Visitors</u>		
	2011	2012	2013
Fort Pulaski National Monument	408,104	385,751	374,408
Fort Sumter National Monument	857,853	842,027	815,007
Fort Raleigh NM (Roanoke)	282,134	281,833	263,598
Castillo San Marcos NM (St. Augustine)	741,042	727,243	778,128

(National Park Service, 2013)

Table 3

*Visitor Spend Effects at National Parks in South Carolina*

<u>Park or Monument</u>	<u>Recreational Visits</u>	<u>Total Visitor Spend (\$ x000s)</u>	<u>Jobs</u>	<u>Labor Income (\$ x000s)</u>	<u>Value Added (\$ x000s)</u>	<u>Economic Output (\$ x000s)</u>
Cowpens	231,973	\$13,750.40	201	\$6,323.60	\$10,595.80	\$17,889.20
Ninety Six	73,044	\$3,930.60	58	\$1,539.90	\$2,694.30	\$4,674.10
Kings Mountain	265,713	\$9,800.70	139	\$4,373.80	\$7,293.80	\$12,329.60
Fort Sumter	842,027	\$45,310.30	650	\$19,283.40	\$31,980	\$53,245.90
Charles Pinckney	44,314	\$2,384.60	34	\$1,016.50	\$1,682.30	\$2,798.60
Congree	109,685	\$5,144.00	66	\$1,875.70	\$3,235.60	\$5,556.70

(Thomas, Huber, &amp; Koontz, 2012)

Heritage cultural sites are popular tourist destinations. Table 2 records annual visitation statistics for the Fort Raleigh National Monument (Roanoke), Castillo San Marcos National Monument in St. Augustine, Fort Sumter National Monument, and Fort Pulaski National

Monument (National Parks Service, 2013). Table 3 records the visitation to National Parks, Monuments, and Historic Sites located in South Carolina (Thomas, Huber, & Koontz, 2012).

#### **Potential Economic Benefit from New Heritage Center**

A 2007 study sponsored by the Beaufort Regional Chamber of Commerce recorded an estimated 550,000 tourists visited northern Beaufort County with an estimated economic impact of \$538 million (Beaufort County Regional Chamber of Commerce, 2007). The planned Santa Elena cultural interpretive center includes features that match a national heritage site. Beaufort County will be part of commercial gateway community for the site as described by the National Park Service, a region within 60 miles of the site where visitors spend travel dollars (Thomas, et al., 2012). Visitation traffic at regionally proximate national monuments in Savannah and Charleston, and the early colonial sites of Roanoke and St. Augustine, suggest—by inference—a potential volume of visitors to the proposed Santa Elena cultural interpretive center. Visitation by local residents and tourists to a mature and promoted Santa Elena cultural interpretive center may track the range of 50,000 to 250,000 annual visitors recorded at comparable national parks and monuments (National Parks Service, 2013).

The proposed Santa Elena site may also benefit from tourists visiting Southern Beaufort County but come to Northern Beaufort County. Twenty eight percent of visitors to Hilton Head Island visit Northern Beaufort County as reported in the Hilton Head Island/Bluffton virtual guest book survey (Salazar, 2013a). These tourists stay in Beaufort County an average of 5.67 days with 31% reporting intentions to visit historical landmarks, museums, and cultural activities. Visitors to Northern Beaufort County interested in cultural and historical tourism may extend the current average length of stay of three days or less (Salazar, 2013a).

Increased visitation to Beaufort County and to the Port Royal Sound area will produce direct economic benefit from increased utilization of current facilities and from new tourism-related jobs. Every \$100,000.00 in travel-related expenditures supports one South Carolina job (United States Travel Association, 2013). A multiplier-effect benefit of tourism dollars results from cascaded consumption, capital spending, and tax revenues. Three dimensions of economic impact linked to visitor spend are direct expenses on lodging, food, and entertainment; indirect spend by suppliers to the tourism industry in anticipation of visitor demand; and induced spend, the consequent multiplier of travel dollars in the gateway community. Researchers estimate the multiplier from tourism revenues to range from 1.26 to 1.8 for every direct dollar spent on tourism (Brookover, Carey, & Salazar, 2011; G. Fletcher & MacNulty, 2007; Jackson, November 11, 2011). Frequent visitors may become investors; buyers who invest in second-homes visited Beaufort County eight times before making a purchase decision (Salazar, 2013c).

The National Parks Service visitor spending effects analysis estimates \$129.00 in spend per party per day or night; the average represents blended spend levels for visitors who use a variety of accommodations including hotels, camping, and private residences (Thomas, et al., 2012). Assuming the proposed site attracts a range of 50,000 to 250,000 annual visitors who travel in groups of two, then the annual direct spend by visitors to the Santa Elena site may be estimated to span a range of \$3.2 million and \$16.2 million. The range of visitors described is 200 to 1,000 visitors per day for a site operating 26 days per month. The national average secondary effects multiplier reported in the National Park Service study is 1.614 (Thomas, et al., 2012), therefore total economic effects may range from \$5.1 to \$26.1 million for the commercial gateway that includes Beaufort County. Using the average of \$100,000 in travel spend for each

travel job (United States Travel Association, 2013), the visitor spend effect of increased travel may generate between 51 and 261 new jobs. The cumulative anticipated economic benefit to Beaufort County from the proposed cultural interpretive center will therefore be increased travel dollars, new jobs, and value added economic impact quantified by tourism output multipliers.

### **Limitations and Recommendations**

The promotion of heritage and cultural tourism is a means used successfully by community leaders to encourage economic development and is a major driver of the South Carolina economy (Lacher, et al., 2013; United States Travel Association, 2013; Zainaldin, 2003). The benefits of travel and tourism-related revenues also have costs measured in social and ecological terms (Morris & Sanders, 2009; Tyrrell, et al., 2012). Modeling the principles of social exchange theory, wherein the relative benefits of tourism are measured against perceived costs, researchers report mixed benefits from heritage tourism (Lacher, et al., 2013; Tyrrell, et al., 2012; Wang & Pfister, 2008). For instance in a study of coastal South Carolina communities, tourist preference for locations with heritage and culture was shown as a significant factor in choosing destinations; yet the research results revealed access to activities, resort setting, restaurant quality, and overall cost to be a more significant determinant when choosing a location (Lacher, et al., 2013). Total visitation levels in Savannah, Charleston, and St. Augustine may or may not be directly tied to heritage sites in each city. Moreover, the success of comparison sites does not imply similar success will result in Beaufort County. While numerous successful examples from scholarly literature were presented in this paper, confounding influences may distort comparisons between the experience of communities that promoted successfully heritage sites and the proposed heritage site in Port Royal.

An empirical study of consumer interest designed to specifically measure demand for the cultural interpretive center is recommended. The data presented in the present report is limited to prior research from scholarly literature, government reports, and surveys conducted for local Chambers of Commerce. At present, visitor interest is being collected by a visitor survey sponsored by the Tourism Division of the Beaufort Regional Chamber of commerce. Visitors to the Beaufort Visitors Center and to Hunting Island are offered the opportunity to respond a demographic and interest questionnaire. The following specific questions regarding Santa Elena were added:

Early European settlement of Beaufort County began in 1566. Competing French, Spanish, and English governments seeking to control resources in the region established a series of outposts, forts, and settlements on Parris Island. The history of Santa Elena remains to be told.

1. Would you visit this historic site and an interpretive museum while in Beaufort?
2. Would you extend your visit to the area an extra day to experience this attraction?

The results of this simple survey may provide decision-makers with insight on the appeal of the Santa Elena story. Findings from the survey are expected to be available in the second half of 2014. To fully gauge likely visitor interest in the Santa Elena interpretive center and resulting economic benefit a feasibility study to identify visitor demand and comprehensive economic impact analysis based on tourism is recommended.



### **Conclusion**

European settlement at Santa Elena predates other well-known historical sites in North America. The full discovery, preservation, and sharing of the Santa Elena story is an important international project. Successful development of a Santa Elena cultural interpretive center and archeological laboratory in Beaufort County will have significant economic benefit. The present report included a brief summary of the history of European settlement in the Port Royal area, a summary of the archeological discovery of Charlesfort and Santa Elena, and a preliminary review of available data on the economic impact of cultural and heritage tourism.

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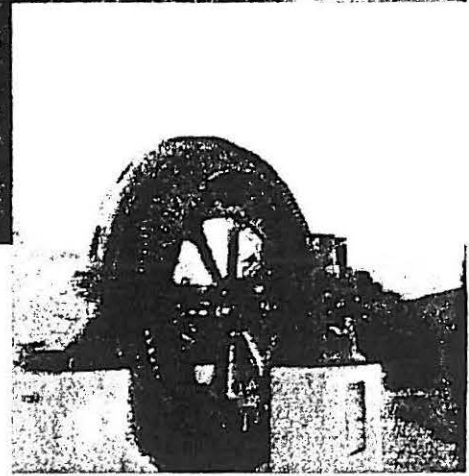
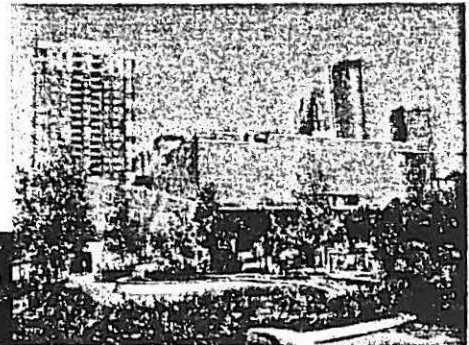
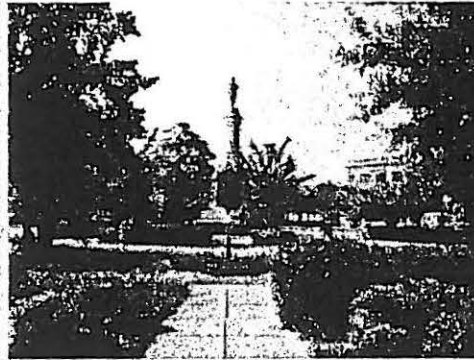
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Appendix D – Tourism Study by Regional Transactions Concepts, LLC



**REGIONAL**   
**RT** **RANSACTI**  
**C** **ONCEPTS, LLC**  
ECONOMIC MODELING

**Economic and Fiscal Impact Analysis**

**Estimated Impact of 2013 Tourist Spending  
on Beaufort County, South Carolina**

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Visitor & Convention Bureau  
&  
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**I. Introduction**

This study of the economic and fiscal impact of spending by tourists to Beaufort County in the year 2013 was performed by Regional Transactions Concepts, LLC, in association with Dr. John Salazar of the Lowcountry and Resort Islands Tourism Institute (LRITI) at the University of South Carolina, Beaufort.

The study examines spending by tourists visiting Hilton Head Island, Bluffton, and Beaufort (city), Port Royal, and St. Helena Island. The estimated impact from spending by visitors to each of these destinations is summed in order to indicate the total impact that tourists have on Beaufort County, South Carolina.

This study was prepared for the Hilton Head Island-Bluffton Chamber of Commerce and Visitor & Convention Bureau and the Beaufort Regional Chamber of Commerce.

**II. Model and Assumptions**

The models generated by Regional Transactions utilized the input-output (I/O) function of the Regional Dynamics (REDYN) economic modeling engine. The REDYN model is a New Economic Geography model, taking into account transportation and labor and resource availability in order to more accurately model economic activity across geographic regions. The model forecasts a baseline level of activity within over 800 Standard Occupation Classifications (SOC) and 703 North American Industry Classification System (NAICS) sectors. Changes to employment, income, or demand for products or services by either the private or the public sector can be input to the model. Based on these inputs, the REDYN model generates a county level estimate of the resultant variation from the projected baseline, as well as the effects on every industry.

This study estimated the economic and fiscal impact of visitor spending at each destination in

Beaufort County. Because I/O models are linear, the impacts estimated by each of the models are additive.

Visitor spending for each visitor segment was determined by surveys conducted by LRITI. For the Hilton Head and Bluffton surveys, respondents reported spending in 23 categories, including lodging, food, transportation, and entertainment. The Beaufort/Port Royal/St. Helena survey included reported spending in four categories: lodging, restaurants, recreation, and shopping. Bluffton and Beaufort/Port Royal/St. Helena surveys only include visitors lodging at hotels; the Hilton Head survey also includes spending by visitors lodging in villas and timeshares, as well as non-paying visitors (those lodging with friends or family who own homes on the island) second homeowners and day-trippers. A detailed report of the findings for Hilton Head Island visitors can be viewed in a previous report.

The total number of visitors to each destination is listed in Table 1.

**Table 1 – Number of Visitors by Destination 2013**

Destination	Visitors
Beaufort/Port Royal/St. Helena	174,535
Bluffton	98,410
Hilton Head Island	2,591,013
<b>Avg. All Visitors</b>	<b>2,863,958</b>

The numbers reported in the following include direct, indirect, and induced impacts. Direct impacts are the most immediate effects that an economic activity has on the local economy; for example, direct impacts in this study would include income to hotels from those visitors lodging in hotels during their stay in Beaufort County. Indirect impacts are the jobs, income, and output created by suppliers to the directly-impacted businesses; continuing the previous

## Impact of Tourism on Beaufort County—2

example, indirect impacts would include revenue to local companies that service the vending machines located in the hotels where visitors are lodging. Induced impacts are the “ripples” that expand out into the local economy as a result of consumer spending of the wage income generated by the direct and indirect impacts.

Impacts are reported using the following metrics:

- *Employment* is the number of jobs or job equivalents created by economic activities resulting through direct, indirect, and induced effects from tourist expenditures.
- *Total compensation* is the aggregated impact on wages paid in Beaufort County, including fringes. This includes wages paid to workers holding jobs in the county who may reside elsewhere; likewise, it excludes wages earned by Beaufort County residents who work outside of the county.
- *Output* is the dollar value of all goods and services produced within the county per year.
- *Net local government revenue* is the revenue collected by local (county and municipal) governments from all sources, including taxes, licensing, and fees, less expenses. Detailed impact estimates for *gross* local government revenues are presented in the Appendix.
- *Net state government revenue* is the estimated impact on revenue collected by state government net of expenses. This impact is aggregated to the state level.

### III. Results

Impact estimates for visitors to each destination and the total tourism impact are presented in the Appendix. Output multipliers were also estimated for each visitor segment. The output multiplier is the ratio of total economic impact to direct spending for each segment. These multipliers are presented in Table 2. The estimated multiplier for combined tourist spending for Beaufort County by all five segments is 1.09;

this means that every dollar spent by tourists increases output in the Beaufort County economy by a total of \$1.09.

Note that the multiplier for some destinations is different from others. This is due to the specific mix of goods and services available and consumed by visitors in each location. The multipliers for all of the locations are very close in terms of size, however.

The overall size of the multipliers is due to several factors, including the number of vendors and suppliers in the county to generate indirect impacts. Additionally, the model contains U.S. Census commuter data, so that it is “aware” that many workers in the hospitality industry in Beaufort County do not reside

Destination	Multiplier
Beaufort/Port Royal/St. Helena	1.12
Bluffton	1.10
Hilton Head Island	1.08
<b>Avg. All Visitors</b>	<b>1.09</b>

in the county; as much of the consumer spending by workers will occur in their county of residence, this impacts the size of the multiplier.

Total economic impact (output) on Beaufort County from tourist spending was approximately \$1.08 billion in 2013. Tourist spending generated a net positive impact on revenues to local governments in Beaufort County of approximately \$96.2 million (not including effects on property taxes from second homeowners, detailed in the following section). South Carolina state government realized an estimated net positive impact on revenue of \$149.5 million due to economic impacts within Beaufort County and those spilling over into surrounding counties. \*\*

In 2013, combined investment by the county in Beaufort County Destination Marketing Organizations was \$693,252. To the extent that tourists visited

COUNTY FUNDING FADMD = ↗

Beaufort County in response to marketing by these DMOs, the estimated return on tax investment (ROTI, defined as the difference between net local fiscal impact, \$96.2 million reported above, and DMO spending) of these marketing expenditures was \$95.5 million, or approximately **\$137.77 per dollar spent** by DMOs.



**IV. Effects on Local Tourism Taxes**

The estimated impact on net local government revenue, presented in Table 3, includes the impact that visitors to each destination have on accommodations, hospitality, and recreation (collectively referred to as local tourism taxes) tax revenues in Beaufort County.

Destination	Estimate
Accommodations Tax	\$12.5 million
Hospitality Tax (food/beverage)	\$3.8 million
Tax on Admissions Fees	\$590,700
<b>Total</b>	<b>\$16.9 million</b>

*1.56 to total Economic Impact*

The visitor impact on the 3 percent county accommodations tax was provided by the County; all lodging in hotels are visitors, therefore all accommodations taxes paid are attributable to visitor spending. Taxes on food and beverage attributable to visitor spending was estimated using survey data on direct visitor spending on restaurants and applying the county hospitality tax rate of 2 percent; it is estimated that approximately 47 percent of the hospitality tax collected in Beaufort County in 2013 was paid by visitors. Estimating the visitor impact on the 2.5 percent tax on admissions fees was more complicated, due to numerous exemptions that apply to this tax. For example, visitors attending a concert will pay a 2.5 percent tax on their ticket price; however, if the concert involves only local talent, or if it is sponsored by a religious organization, then the event is exempt from the tax. These exemptions cannot be adequately accounted for using the survey data. As a result, the portion of the admissions tax paid by visitors was

estimated assuming that the proportion of visitors to legal residents attending events covered by the admissions tax is equal to the proportion of visitors to legal residents dining in restaurants in the county. This percentage was applied to the total tax collected as provided by the County.

In total, visitors contributed approximately **\$16.9 million** to local tourism tax revenues in 2013. In addition to local taxes, the state collects a 2 percent tax on accommodations. The estimated impact on state revenues from this tax paid by visitors to Beaufort County was **\$6.9 million** in 2013.

**V. Second Homeowners: Additional Effects on Property Tax Revenue**

The fiscal impact estimates in Section III include the effect that second homeowners have *indirectly* on revenue from taxes on both residential and non-residential property through the additional economic activity they generate through consumer spending; this economic activity appreciates property values through increased commercial development and through higher incomes which in turn impact the demand for both residential and non-residential real estate, increasing its market value.

In this section we will estimate the more *direct* effect that second homeowners have on property tax revenues in the county:

- they directly increase demand for residential properties by purchasing second homes, then pay property taxes on the now higher-valued property; and in addition,
- a large proportion of second homeowners pay at the 6 percent tax assessment ratio, as opposed to the 4 percent assessment ratio applied to primary residences.

In order to assess the impact that second homeowners have on property tax revenue through these two mechanisms, we must take into account whether demand for the property and any improvements (i.e. homes constructed) on it would have occurred otherwise. In other words, would a given home have been

Total Gross Fiscal Impact, all sources, incl. above	\$215.1 million	\$317.9 million
Total Net Fiscal Impact all sources, incl. above	\$211.4 million	\$314.2 million

constructed and/or purchased by someone else had the second homeowner not been in the picture. In the interest of erring toward conservatism in our estimates, we establish a range consisting of a "high" and a "low" estimate. These estimates are presented in Table 4.

- The high estimate is the estimated loss to local governments in the county if second homeowners' economic influence were removed from the county. In essence, it assumes that none of the land occupied by second homeowners would have been developed but for second homeowners.<sup>1</sup>

This high estimate consists of the property taxes actually paid by second homeowners according to county records plus the impact on property taxes estimated by the REDYN model resulting from the economic activity associated with second-homeowner consumer spending while visiting Beaufort County.<sup>2</sup>

- The low estimate is the estimated impact on property tax revenues were second homeowners

there.

The low estimate is calculated by figuring the difference in what second homeowners pay in property taxes (assessed at the 6 percent rate) and what would be paid were those properties occupied by primary homeowners paying at the 4 percent assessment rate.<sup>3</sup> This low estimate can also be understood to be the revenue that would be lost to the county were all second homeowners to begin being assessed at the 4 percent rate.

It should be noted that neither of these scenarios is realistic; clearly not all of the properties in question would have gone undeveloped but for second homeowners, and likewise not all of it would have become otherwise occupied by primary homeowners, but these scenarios are intended to provide us with a range within which the true value of the tax impact of second homeowners is predicted to fall.

## VI. Conclusion

Tourist spending creates income to local businesses and households. Because tourist spending is undertaken by individuals who live outside of the county, it is a true export industry and therefore represents a net inflow of funds to the region. The 17,612 jobs that comprise the estimated total employment impact generated by the five combined visitor segments in 2013 represent 30.6 percent of all jobs in Beaufort County.<sup>4</sup> Given this impact, tourism is clearly a major driver in the Beaufort County economy.

<sup>1</sup> Even undeveloped land generates some property tax revenue. The high estimate has been adjusted downward in order to account for this.

<sup>2</sup> In the 2013 tax year, Beaufort County records indicate that \$234.9 million in real property tax was collected from second homeowners while \$70.7 million was collected from legal residents of the county.

<sup>3</sup> In 2012, total taxes paid by residents paying at the 4% rate amounted to 0.39% of total appraised value; taxpayers paying at the 6% rate paid taxes totaling 0.89% of total appraised value. This difference was applied to account for additional exemptions given to legal residents paying at the 4% assessment rate.

<sup>4</sup> Total employment in Beaufort County, South Carolina was 57,581 according to the Bureau of Labor Statistics Census of Employment and Wages in 2012, the most recent year for which annual employment data are available.

## Appendix

<b>Table A-1 – Estimated Visitor Spending Impact by Destination Beaufort County (2013)</b>		
	<b>Concept</b>	<b>Estimate</b>
Beaufort/Port Royal/St. Helena Island	Employment	1,234
	Total Compensation (\$1000s)	\$35,038
	Output (\$1000s)	\$81,116
Bluffton	Employment	1,060
	Total Compensation (\$1000s)	\$27,036
	Output (\$1000s)	\$56,904
Hilton Head Island	Employment	15,318
	Total Compensation (\$1000s)	\$435,912
	Output (\$1000s)	\$939,593
<b>Total Impact</b>	<b>Employment</b>	<b>17,612</b>
	<b>Total Compensation (\$1000s)</b>	<b>\$497,985</b>
	<b>Output (\$1000s)</b>	<b>\$1,077,613</b>
	<b>Net Local Government Revenue (\$1000s)**</b>	<b>\$96,204</b>
<b>Total, South Carolina</b>	<b>Net State Government Revenue (\$1000s)</b>	<b>\$149,466</b>

\* Totals may not sum exactly due to rounding.

\*\* Net Local Government Revenue does not contain property tax effect from second homeowners as shown in Table 4.

Table A-2—Estimated Gross Local Governments Revenue from Visitor Spending,  
All Destinations, Beaufort County (2013)

Revenue Source	(\$1000s)	Revenue Source	(\$1000s)
All Revenue	\$82,995.5	—Hospitals	\$8,055.4
—General revenue	\$76,123.3	—Highways	\$0.0
—Intergovernmental revenue	\$22,697.9	—Air transportation (airports)	\$355.8
—From federal government	\$1,709.6	—Parking facilities	\$172.0
—From state government	\$20,988.3	—Sea and inland port facilities	\$0.0
—From local government	\$0.0	—Natural resources	\$0.3
—General revenue from own sources	\$53,425.4	—Parks and recreation	\$238.7
—Taxes	\$35,472.6	—Housing and community development	\$135.6
—Property	\$17,297.3	—Sewerage	\$1,470.7
—Sales and gross receipts	\$17,350.9	—Solid waste management	\$769.6
—General sales	\$0.0	—Other charges	\$1,376.6
—Selective sales	\$16,948.2	—Miscellaneous general revenue	\$4,249.7
—Motor fuel	\$0.0	—Interest earnings	\$2,295.1
—Alcoholic beverage	\$0.0	—Special assessments	\$147.2
—Tobacco products	\$0.0	—Sale of property	\$82.9
—Public utilities	\$402.7	—Other general revenue	\$1,724.5
—Other selective sales	\$0.0	—Other than general revenue	\$6,872.1
—Individual income	\$0.0	—Utility revenue	\$6,877.1
—Corporate income	\$0.0	—Water supply	\$3,158.2
—License taxes	\$108.3	—Electric power	\$2,252.7
—Motor vehicle license	\$108.3	—Gas supply	\$1,404.4
—Other license taxes	\$0.0	—Transit	\$61.8
—Other taxes	\$1,650.1	—Liquor store revenue	\$0.0
—Charges and miscellaneous general revenue	\$17,952.8	—Insurance trust revenue	(\$5.0)
—Current charges	\$13,703.1	—Unemployment compensation	\$0.0
—Education	\$1,128.4	—Employee retirement	(\$5.0)
—Institutions of higher education	\$0.4	—Workers' compensation	\$0.0
—School lunch sales (gross)	\$434.0	—Other insurance trust revenue	\$0.0
—Other education	\$694.0		



## Beaufort County Proposal Form

## PROPOSAL FORM

(Submit this Form with Proposal)

1. We are offering a Grand Total of \$ 0.00 (zero) for the Federal Court House located at 1501 Bay Street, Beaufort, SC, 29901 at the present time; yet ask for use of the building as a historical interpretive center and archaeological laboratory. If the Santa Elena Foundation and Beaufort County agree on a sale of the property to the Foundation, the Santa Elena Foundation will agree to purchase the property for the current appraised value, less the amortized value of capital improvements made by the Foundation.
2. We are offering to repurpose the building as a historical interpretation center and archaeological laboratory. Further we ask the use of the building and property for a period of three years, with automatic renewal for a successive three year periods, unless a two-year notice to terminate and vacate is provided by either party.
3. We will provide the following capital investment and type of business that will occupy the property: The Santa Elena Foundation wishes to repurpose the Federal Court House Building as a historical interpretation center and archeological laboratory. The Foundation seeks to partner with Beaufort County to invest \$ 50,000.00 in capital improvements. The capital will be used to repurpose the building as a museum, for research, and to provide public education on the Spanish 16<sup>th</sup> Century community *Santa Elena*. Complete details are included in the body of this proposal document.
4. Total estimated jobs and type of Business:  
A fully developed Santa Elena cultural and historic site may reasonably attract a range of 50,000 to 250,000 visitors each year. That interest level may generate an incremental annual economic impact on the commercial gateway of \$5.1 to 26.1 million and support 51 to 261 travel-related jobs. Complete details of the economic impact of the Santa Elena proposal are included in the body of this proposal document.

Santa Elena Foundation

PO Box 1005

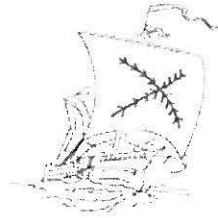
Beaufort, South Carolina 29901

[abeall@santa-elena.org](mailto:abeall@santa-elena.org)

(940) 367-1694

October 6, 2014





**SANTA ELENA**  
FOUNDATION

October 24, 2014

Mr. Gary Kubic  
County Administrator  
Beaufort County  
PO Drawer 1228  
Beaufort, South Carolina 29901-1228

Re: Federal Courthouse

As a follow-up to the two questions that you posed to Stu Rodman:

1. The Santa Elena Foundation desires to use the Federal Courthouse for probably three years but no more than five years, which should provide sufficient time to demonstrate the long term viability of this Heritage Tourism opportunity and to raise funds for a permanent Santa Elena facility.
2. Modifications to the County-owned building are expected to be minor and only will done the approval of Beaufort County. As has been discussed the facility might be subsequently used for other Heritage Tourism opportunities such as the Gullah Geechee Heritage Corridor and Reconstruction.

The ultimate success of the Santa Elena project lies in resuming archeological research at the site on Parris Island, and depends heavily on private funding. Major donors are motivated by understanding there is state and local government support. Use of the Courthouse would demonstrate support by Beaufort County to private donors and to the State of South Carolina.

The Santa Elena Foundation development campaign begins in January after having identified a site for the initial Interpretative Center.

Daryl Ferguson recently briefed Commerce Secretary Bobby Hitt on the Foundation. Realizing the potential for the State of South Carolina, Secretary Hitt intends to invite Senator Hugh Leatherman and PRT Director Duane Parrish for a site visit and discussion, an important step in obtaining funding in the next South Carolina Budget.

The toursim study (included in the RFP response) projected 50,000 to 250,000 annual visitors. The Spanish Government has offered for the Santa Elena

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PO Box 1005 · Beaufort, South Carolina 29901 · [www.Santa-Elena.org](http://www.Santa-Elena.org)

[abeall@Santa-Elena.org](mailto:abeall@Santa-Elena.org)

*Santa Elena Foundation is a registered non-profit 501(c)(3) charitable organization*



**SANTA ELENA**  
FOUNDATION

Foundation to purchase the *Imagining La Florida* Exhibit an important exhibit on 16<sup>th</sup> Century Spanish Colonialism in present day United States. The exhibit is currently touring in Florida. The cost to acquire the exhibit is approximately \$100,000. Transporting and modifying the Exhibit will cost an additional \$100,000. It is expected that the Exhibit located in the Courthouse will generate more than \$50,000 per month based on visitor interest demonstrated in Florida. We will finalize purchase of the Exhibit upon securing an Interpretative Center.

We anticipate turning cash positive as we kick off the Development Campaign and open the *Imagining La Florida* Exhibit. As such, the Foundation requests consideration for an additional \$100,000 to cover the up-fit on the Courthouse, a down payment on the Exhibit, and other operational expenses.

The Foundation stands ready to make a presentation highlighting accomplishments to date, current plans, and a request for funding. The Foundation commissioned a short video by Mike Kirk animating a transition of the Courthouse into an Interpretive Center.

We remain hopeful that the County will see its way clear to make the Facility available as it is an ideal location to launch an interpretative center to tell the Santa Elena story.

Thank you for your consideration.

Sincerely,

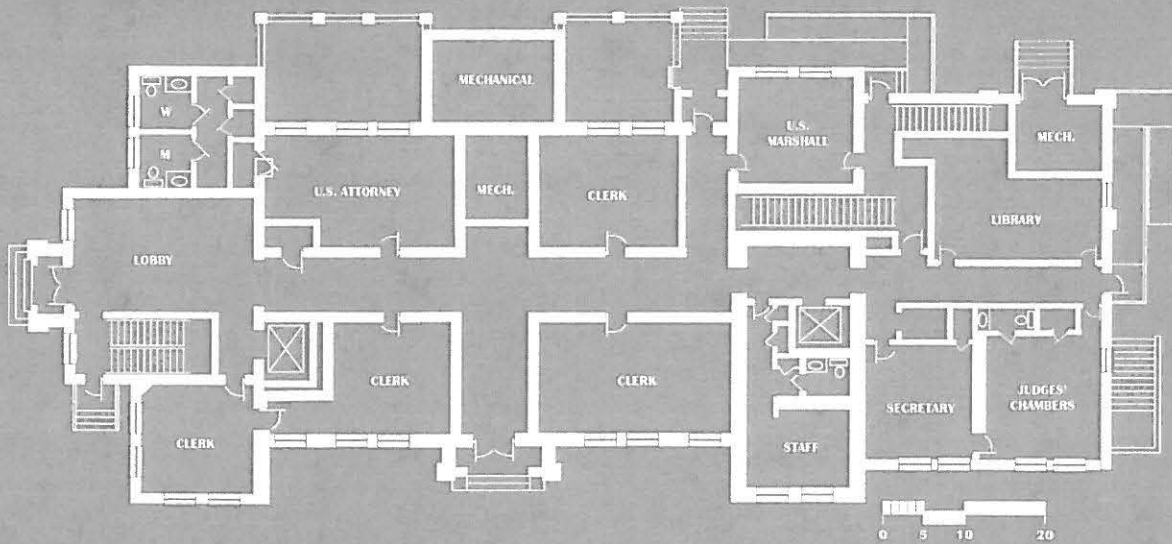
Andrew J. Beall, DBA  
Executive Director  
Santa Elena Foundation



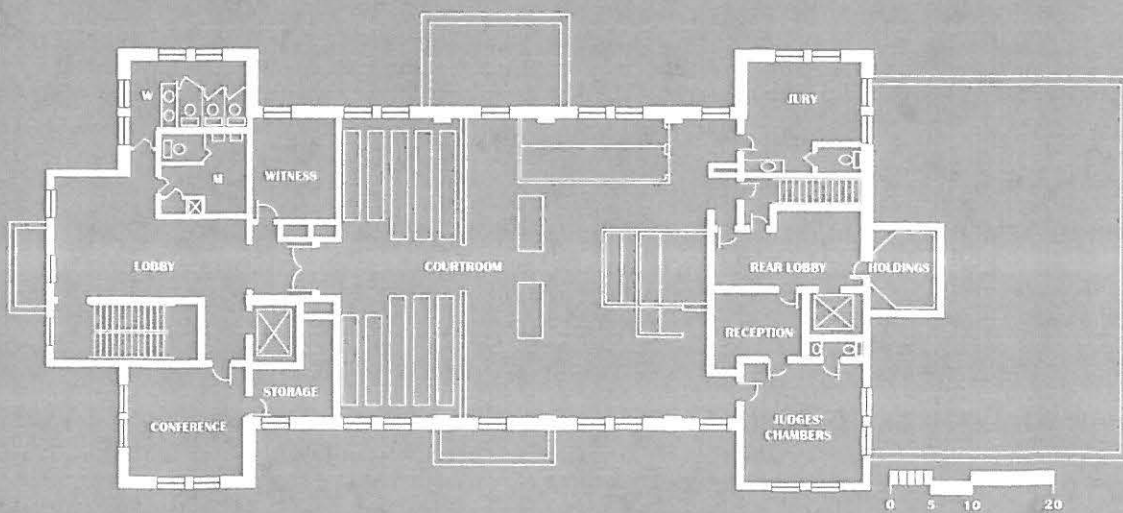
FEDERAL COURTHOUSE PROPERTY  
BEAUFORT, SOUTH CAROLINA







FIRST FLOOR PLAN



SECOND FLOOR PLAN

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

WHEREAS, Beaufort County and the Town of Hilton Head, South Carolina, jointly own real property located on Spanish Wells Road (S-7-79) which is more particularly known as R511-077-000-075A and R511-007-000-075F located on Spanish Wells Road (S-7-79); and

WHEREAS, the South Carolina Department of Transportation (“SCDOT”) seeks to construct a bridge over Jarvis Creek on Spanish Wells Road and to align the new bridge with the current roadway; and

WHEREAS, SCDOT has offered to pay \$22,390.00 for 0.018 acres located on the jointly held property identified as R511-077-000-075A; and

WHEREAS, SCDOT has offered to pay \$35,385.00 for 0.285 acres located on the jointly held property identified as R511-007-000-075F; and

WHEREAS, SCDOT has requested a construction easement for Tract 42 from Beaufort County for construction slopes beyond the right of way on Spanish Moss Road; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested right of way and easement attached hereto and incorporated by reference as “Exhibit A” and “Exhibit B” respectively; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

- (a) The County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of a right of ways which is attached hereto as “Exhibit A”; and,
- (b) The County Administrator is authorized to deliver the right of ways which is attached hereto as “Exhibit A” at such time as the Town of Hilton Head Island, South Carolina, executes and is prepared to deliver a right of way similar in form and substance to the right of ways which is attached hereto as “Exhibit A”; and,
- (c) The County Administrator is hereby authorized to take all other and further actions as may be necessary to complete the conveyance of the right of ways; and,

(d) The County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of an easement which is attached hereto as "Exhibit B".

ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

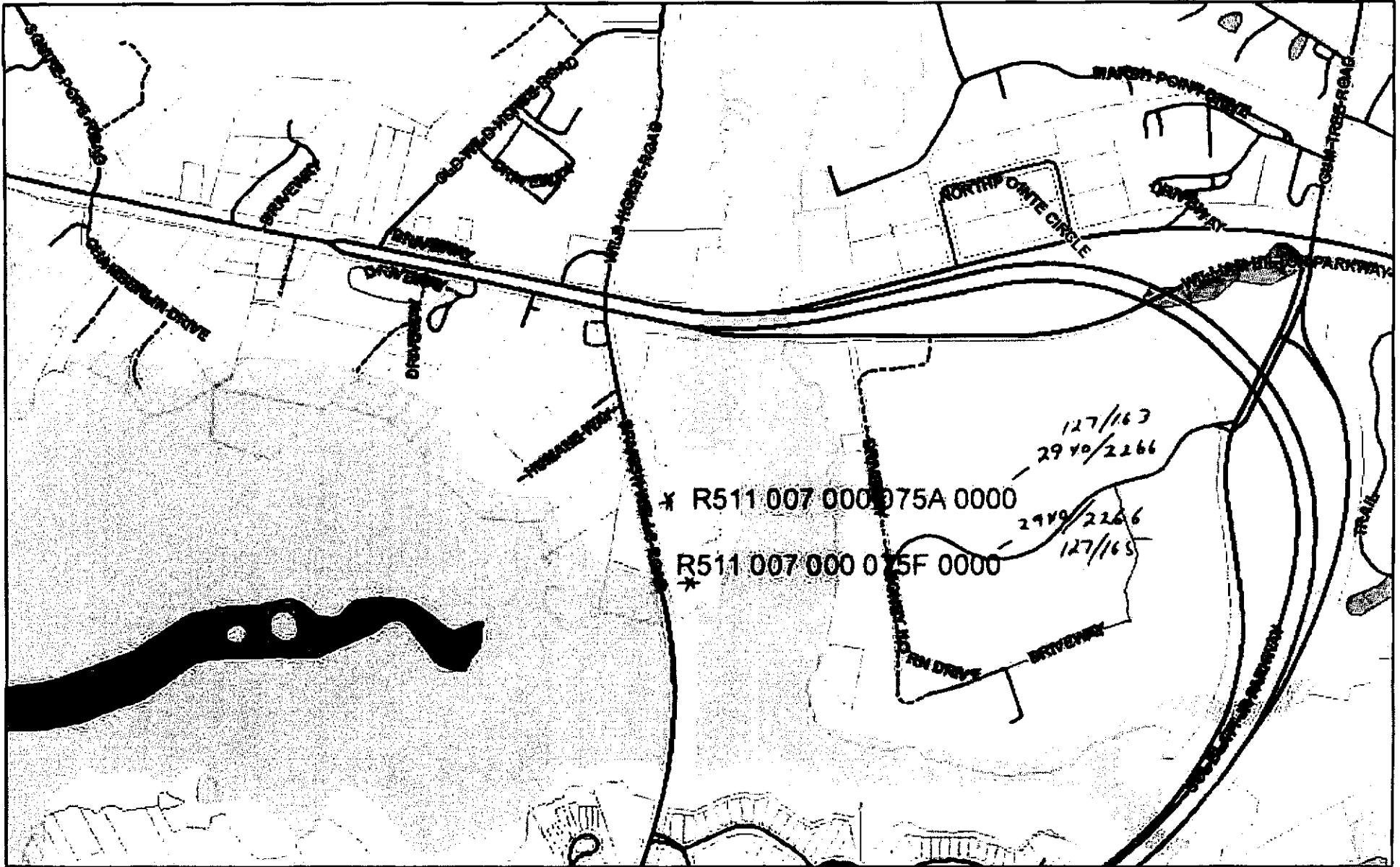
\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



October 16, 2014

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

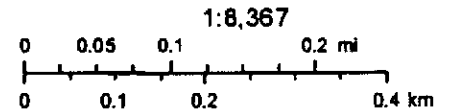


EXHIBIT A



This plat shows the complete development pursuant to the terms of the plat of the subject property as approved by the Management Committee of the Department of Planning and Zoning.

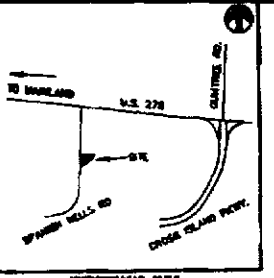
8 SHEETS

Original by: *H. H. Smith*  
Reviewed by: *H. H. Smith* Date: 5-11-07

**Notations:**  
The terms of the deed which created the property as approved by the Management Committee of the Department of Planning and Zoning are hereby incorporated into this plat and independent of public record. This approval is in view of the fact that the development is in conformity with any restrictive covenants or other applicable deed restrictions.

PREPARED FOR: EARL SMITH

DEPARTMENT COUNTY OF - DEED  
AS REQUIRED BY CODE  
FILE WITH DEPARTMENT  
COMMENCED 2004-04-04  
REC'D BY F. BARLET REC'DY 07/04/04  
RECORDED FILED 10.10



VENNY MAP - N73

DATE	BY	REVISION

**REFERENCE PLAT:**

- 1) PLAN OF BOUNDARY SURVEY  
ONE (1) AC. & 0.75 AC. WITH  
ADJACENT TO 1/2 AC. OF  
SPANISH WELLS ROAD  
AS SHOWN IN PLAT, RECORDS 849  
DATED 11/04/05
- 2) BOUNDARY SURVEY OF PARCEL 12A  
TOWNSHIP 20S, RANGE 10W, SECTION 12  
AS SHOWN IN PLAT, RECORDS 108  
DATED 10/14/06  
FILED 10-14-06  
RECORDED AS PARCEL 12A

**LEGEND:**

- CONCRETE MANDATORY FOUND
- FOUNDATION FROM AIR (OLD FOUND)
- S.S.L. BOUNDARY SETBACK LINE

Some of all areas on this plat are flood hazard areas and have been identified as having at least a one percent chance of being flooded in any given year by rising sea levels associated with possible hurricanes. Local regulations require that certain flood hazard mitigation measures be incorporated in the design and construction of structures in these designated areas. Reference must be made to the development standards and restrictions of this jurisdiction and requirements of the Town Building Official, to confirm, before any construction commences, that the proposed structure is a pre-approved to comply with any mitigation measures in these designated flood hazard areas.

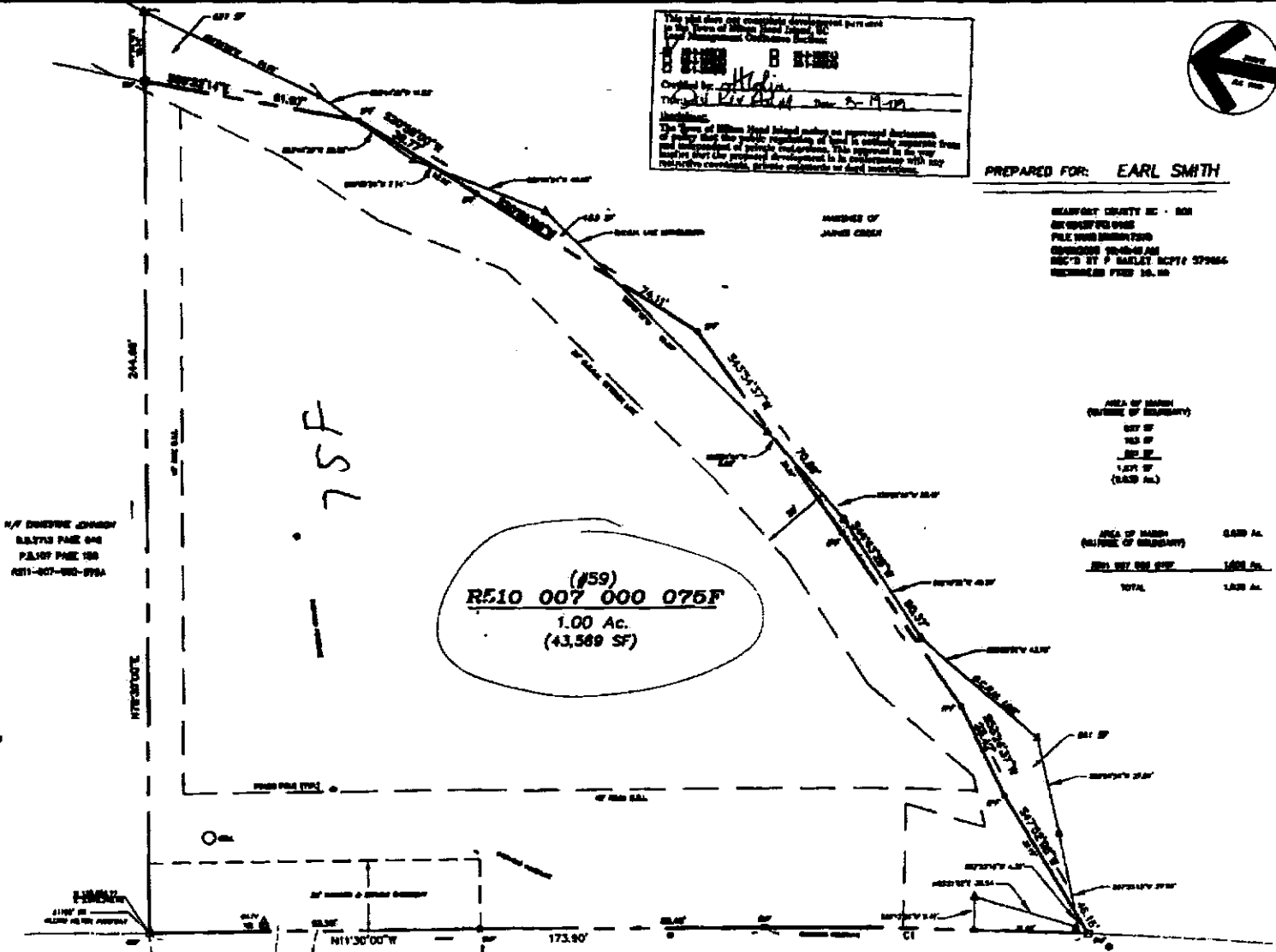
**NOTES:**

1. THIS SURVEY WAS MADE BY ME, S.P.Z. I.A.P. FOR PARCEL 12A, RECORDS 108, COMMENCED 2004-04-04, RECORDED 10/14/06.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME. THE SURVEYOR HAS INVESTIGATED THE RECORDS, COMMENCED 2004-04-04, RECORDED 10/14/06, AND HAS FOUND ONLY AN ABSTRACT AND COUNTY TAX MAP WHICH ARE NOT BOUNDARY SURVEYS.
3. ALL BOUNDARY SETBACK REQUIREMENTS SHOULD BE VERIFIED WITH THE PROPER AUTHORITY PRIOR TO DESIGN AND CONSTRUCTION.
4. SETBACKS ARE BASED UPON REFERENCE PLAT #1 AND ARE NOT OLD SETBACKS.
5. DIMENSIONS ARE NOT TRANSFERABLE TO ADJACENT SUBDIVISIONS OF SUCCESSFUL OWNERS.

THE AREA SHOWN ON THIS PLAT HEREON IS A REPRESENTATION OF DEPARTMENT PLANNING AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELIVERING THIS PLAT, THE DEPARTMENT, IN NO WAY INTENDS TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA OF THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

*K. Karaman* 2/12/07  
SIGNATURE DATE

The entire line shown on this plat is valid for the years from the date of this signature, subject to the cautionary language above.



AREA OF MARCH (PERCENT OF BOUNDARY)

300' OF
100' OF
100' OF
100' OF
(SASD AL.)

AREA OF MARCH (PERCENT OF BOUNDARY)

1.00 AC.
43,569 SF
<b>TOTAL 1.00 AC.</b>

(J59)  
**R510 007 000 075F**  
1.00 Ac.  
(43,569 SF)

A BOUNDARY PLAT FOR **R510-007-000-075F**

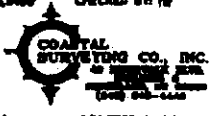
**SPANISH WELLS ROAD**  
(S-7-79) 66' R/W

DEPARTMENT COUNTY OF, DEPARTMENT COUNTY OF, DEPARTMENT COUNTY OF  
SCALE: 1" = 30'  
DATE: 02/11/07  
JOB NO.: 435400

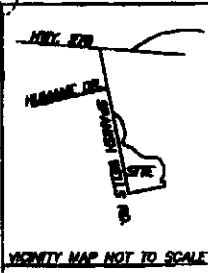
SURVEYED BY: LC  
DRAWN BY: MSB  
CHECKED BY: TW

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SAID SURVEY ACCORDS TO THE BEST OF MY BELIEF TO THE REQUIREMENTS OF THE BOUNDARY SURVEY ACT, FOR THE PURPOSES OF THE LAWS ENACTED BY THE STATE OF SOUTH CAROLINA, AND THAT I HAVE NO INTEREST IN THE SUBJECT PROPERTY, AND THAT I HAVE NO DISPOSITIONS OR PROVISIONS OVER THE SAME.

*K. Karaman*  
MADE & SIGNED  
SCALE AS FILED



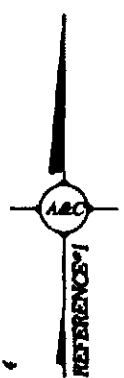
2005  
18035



BEAUFORT COUNTY S.C. ROD  
BK 00127 PGS 0143.  
DATE: 03/30/2009 10:43:54 AM  
INBT # 2008017369 RCPTS 579864

- NOTES**
- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
  - 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSE ONLY.
  - 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
  - 4) DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
  - 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
  - 6) THIS PLAT IS FOR THE EXCLUSIVE USE OF THE HEREIN NAMED PARTY(IES), THE CURRENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE HERETO ARISING FROM A TRANSACTION INVOLVING THE CURRENT OWNER(S) WITHIN SIX MONTHS FROM THE DATE HEREOF AND THESE PEOPLE ONLY.

**PLAT REFERENCE**  
1. PLAT BOOK 107, PAGE 185



**FLOOD NOTE:**  
THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE 'X' PER F.E.M.A. FLOOD INSURANCE RATE MAP. SEE COMMUNITY MAP #20250, PANEL 8 D A SPECIAL FLOOD HAZARD AREA BASE FLOOD ELEVATION 14.0' M.S.L. MAP NUMBER: SEPT. 28, 1995

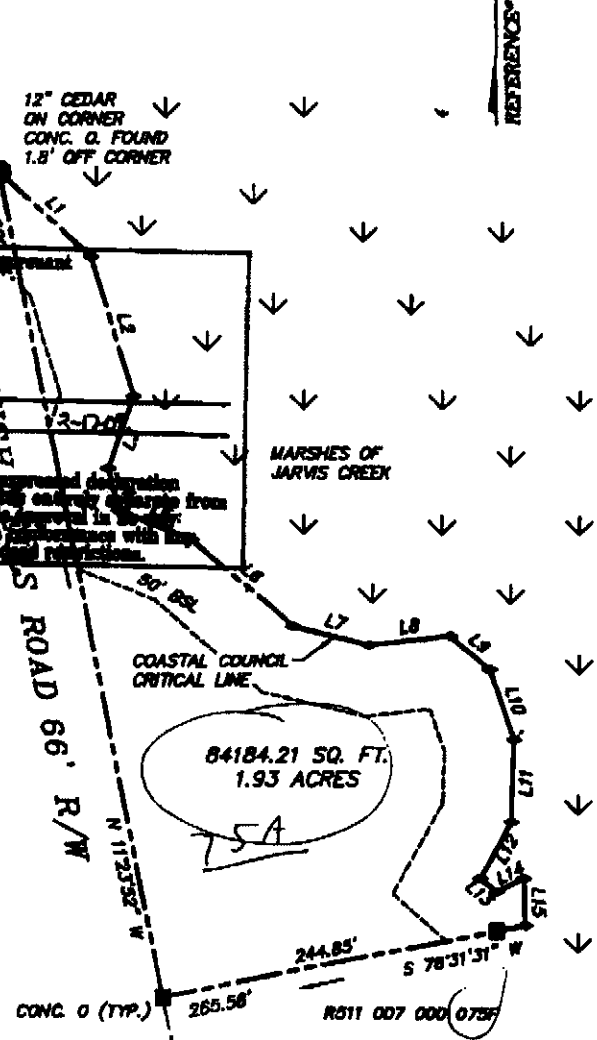
This plat does not constitute development to the Town of Hilton Head Island, SC Land Management Ordinance Section:

16-1-106(1)  
 16-1-106(2)  
 16-1-106(3)

Certified by: *U. Colin*  
 Title: *Dev. Plat* Date: *1-3-2009*

**Disclaimer:**  
 The Town of Hilton Head Island makes no expressed declaration of policy that the public regulation of land use is independent of private restrictions. The approval in no way implies that the proposed development is in compliance with any restrictive covenants, private agreements or deed restrictions.

LINE	BEARING	DISTANCE
L1	S 47°42'41" E	89.76'
L2	S 17°02'17" E	104.18'
L3	S 18°26'38" W	54.32'
L4	S 14°32'24" E	30.87'
L5	S 87°31'21" E	25.40'
L6	S 49°30'37" E	88.75'
L7	S 78°30'44" E	25.70'
L8	N 83°13'46" E	58.33'
L9	S 90°03'36" E	37.24'
L10	S 19°43'43" E	22.40'
L11	S 01°28'20" W	58.52'
L12	S 38°22'11" W	46.16'
L13	S 49°14'17" E	14.98'
L14	N 63°24'53" E	21.88'
L15	S 01°42'18" E	33.80'



EQUIPMENT USED: SOKKIA TOTAL STATION  
 FREEDOM 1/INFINITY  
 FIELD WORK COMPLETED: 01/29/2009

I hereby state that to the best of my knowledge, information and belief, the survey shown herein was made by me or under my direct supervision in strict accordance with the provisions of Law governing in South Carolina, and made or caused the measurements for a true & correct survey as required therein. Also there are no title encumbrances or prohibitions other than shown. In my opinion the property shown is the true and correct boundaries of the subject parcel(s). Survey and plat made in accordance with the subject foregoing recd. Witness my official signature and seal this 29th day of January, 2009.

**A & C**  
 PROFESSIONAL SURVEYING, INC.  
 P.O. BOX 534  
 HARTSVILLE, SC 29027  
 OFFICE: (843) 784-3780  
 FAX: (843) 784-1820

**EQUIPMENT:**  
 - LOT No. 1 -  
 - BLOCK -  
 - PLAT BOOK -  
 DATED JANUARY 28, 2009  
 LOT No. 00000  
 DRAIN BY 00C  
 CHECKED BY: MDC



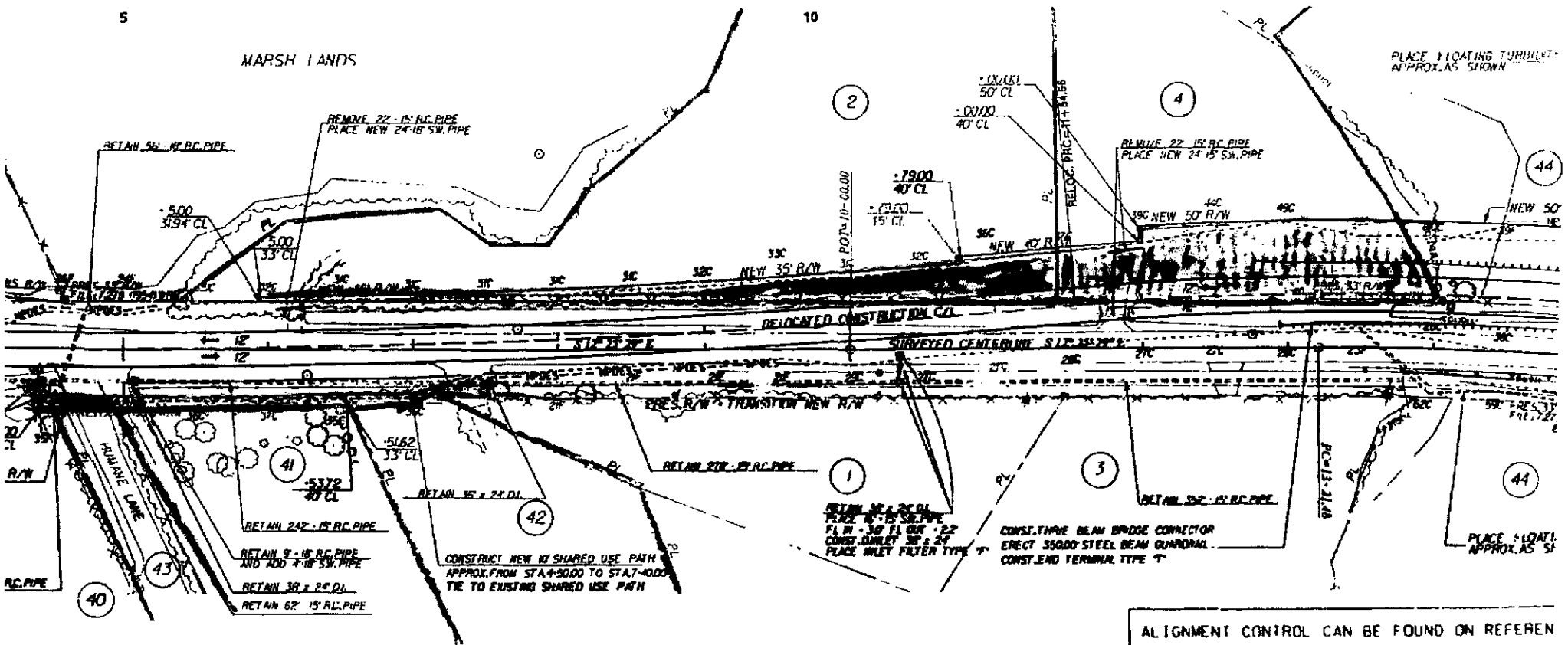
PREPARED FOR: JAY AULD AND BILLY FLOYD

**PLAT OF 1.93 ACRES,  
 KNOWN AS  
 R511 007 000 075A**

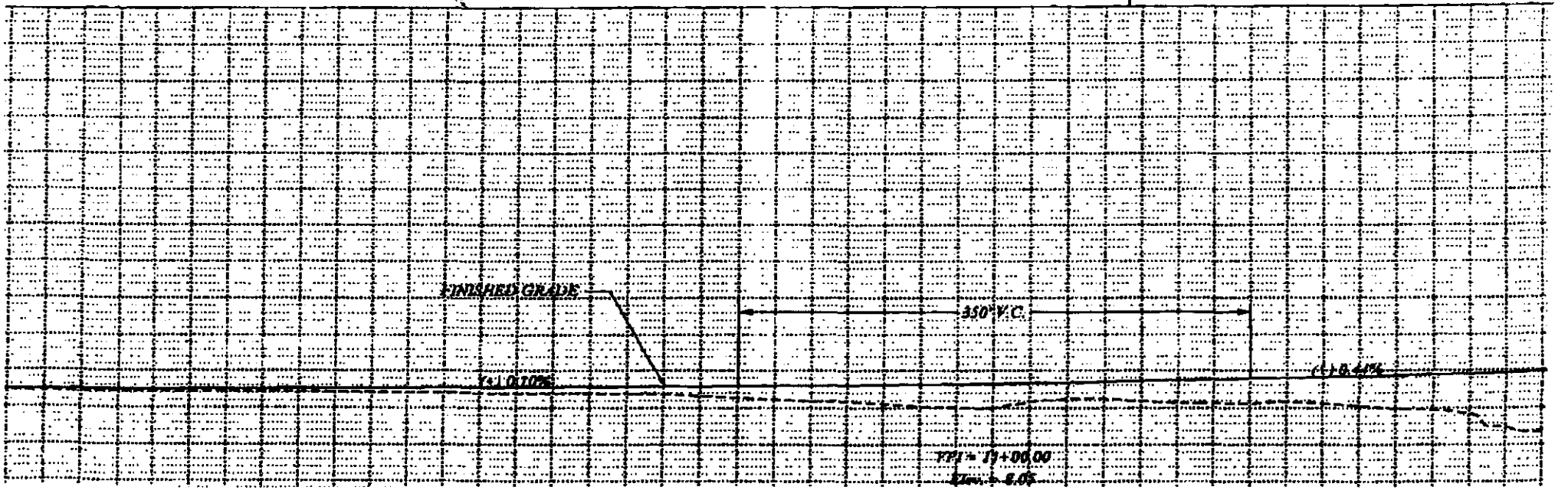
HILTON HEAD ISLAND BOUNDARY BEAUFORT COUNTY, S.C.

MARSH LANDS

PLACE FLOATING TURBULENT APPROX. AS SHOWN



ALIGNMENT CONTROL CAN BE FOUND ON REFEREN



STA = 19+00.00  
ELEV = 8.05

# EXHIBIT B

THE STATE OF SOUTH CAROLINA

PERMISSION FOR:

COUNTY OF BEAUFORT

CONSTRUCTION SLOPES

Road/Route S-79 (Spanish Wells Road)  
File 7.039102  
Item \_\_\_\_\_  
Project BR07(009)  
PIN 39102  
Tract 42

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Town of Hilton Head and Beaufort County, Post Office Box 1228 Beaufort, SC 29906 in consideration of the sum of One Dollar (\$1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

### SPECIAL PROVISIONS:

Also herein granted is permission for construction slopes to extend beyond the right of way on the right of S-79 (Spanish Wells Road), between approximate survey stations 6+53.72 and 7+18 with the understanding that no additional property is granted for construction slopes, during this construction. Also it is understood and agreed that trees and/or shrubbery may be destroyed during this construction.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked \_\_\_\_\_ By \_\_\_\_\_  
Recorded \_\_\_\_\_ By \_\_\_\_\_  
Project BR07(009) File 7.039102 Tract 42

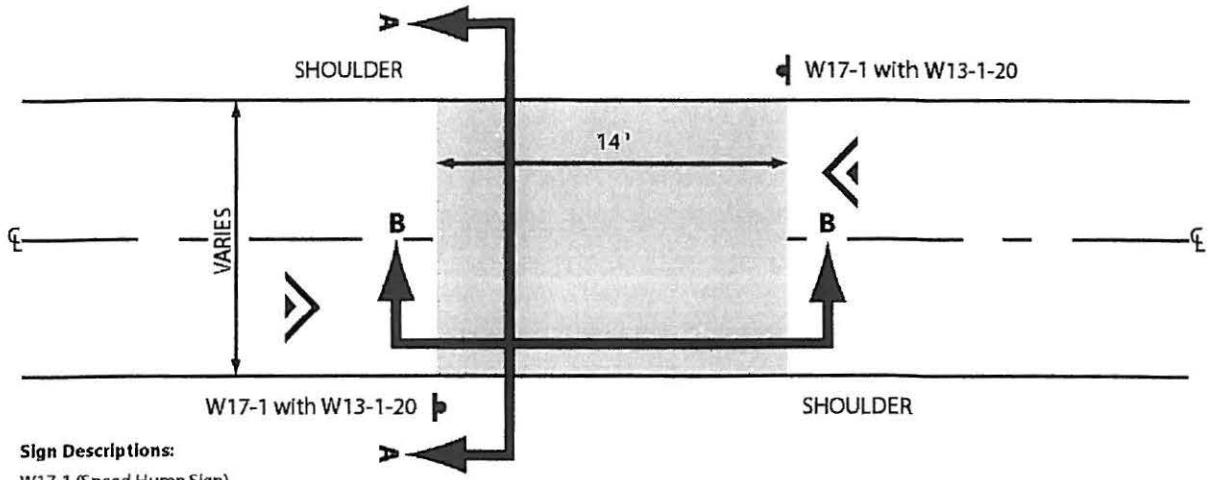
# ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Parabolic Speed Hump  
Date Submitted: November 17, 2014  
Submitted By: Colin Kinton  
Venue: Public Facilities Committee

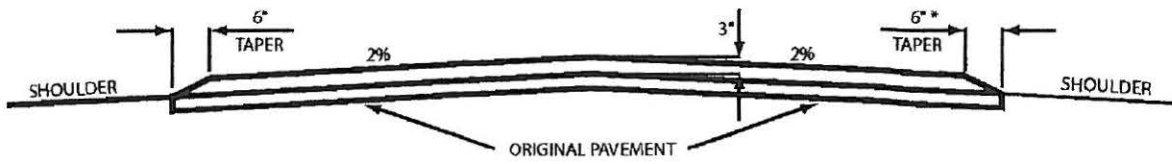
# Construction Detail

Not to Scale

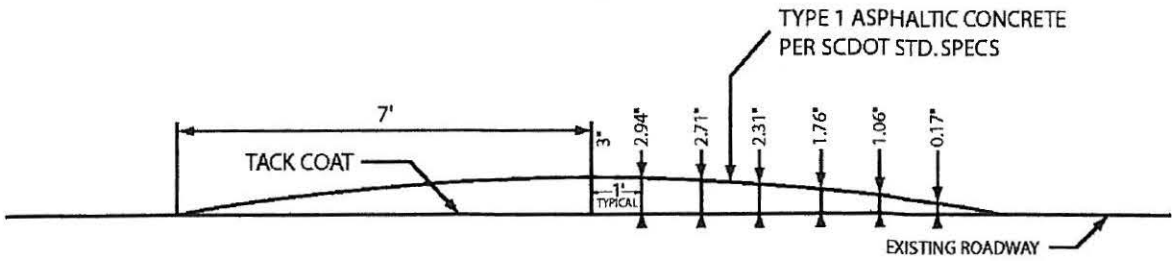


**Sign Descriptions:**  
W17-1 (Speed Hump Sign)  
W13-1 (Advisory Speed Plaque)

\* Use 12" taper with curb & gutter, not encroaching into gutter area.



**Section A-A**



**PARABOLIC CROWN**

**Section B-B**

**Note:**

1. Materials must be approved by Resident Maintenance Engineer.
2. Decorative asphalt paving may be used if in accordance with SCDOT standards.

## PARABOLIC SPEED HUMP

For use on roadways with ADTs ≤ 2,000

Colin Kinton  
November 17, 2014  
Public Facilities Committee

APPENDIX D  
SAMPLE MINI TRAFFIC CIRCLE PICTURES AND DESIGN SKETCH





Topic: Burton Wells Regional Park and Wesley Park Light Poles

Date Submitted: November 17, 2014

Submitted By: David Coleman

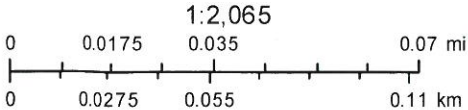
Venue: Public Facilities Committee

# WESLEY FELIX PARK



November 17, 2014

 Parcels

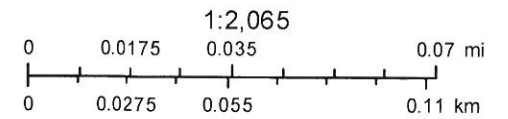


# BURTON WELLS PARK



November 17, 2014

 Parcels





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