





# County Council of Beaufort County Public Facilities Committee Meeting

#### Chairman

**BRIAN FLEWELLING** 

Vice Chairman YORK GLOVER

#### **Committee Members**

MICHAEL COVERT MARK LAWSON JOSEPH PASSIMENT

# **County Administrator**

**ASHLEY M. JACOBS** 

#### **Clerk to Council**

SARAH W. BROCK

#### **Staff Support**

PATRICK HILL ROBERT MCFEE

#### **Administration Building**

Beaufort County Government Robert Smalls Complex 100 Ribaut Road

#### **Contact**

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# **Public Facilities Committee Agenda**

Tuesday, January 21, 2020 at 2:00 PM

Council Chambers, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

- 1. [Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]
- 2. APPROVAL OF AGENDA
- 3. APPROVAL OF MINUTES October 7, 2019 & December 2, 2019

#### **BOARDS AND COMMISSIONS**

4. Reappointment of Lawrence Bryan to the Solid Waste and Recycling Board

#### **ACTION ITEMS**

- 5. Request to Purchase two (2) International HX620 6x4 Dump Trucks from Carolina International Trucks, Inc. for \$329,557.36
- 6. Approval of an Ordinance authorizing the conveyance of real property knows as Automobile Place to the Town of Hilton Head Island
- 7. Recommendation of Award to Preferred Materials, Inc. for 3 Year Road Resurfacing Project
- 8. Authorization for the County Administrator to negotiate a contract for Security Upgrade for the Beaufort County Detention Center

#### **DISCUSSION ITEMS**

- <u>9.</u> Discussion of the Goldsmith Report regarding future use of the convenience centers
- <u>10.</u> Daufuskie Island Ferry embarkation location update
- 11. Federal Courthouse Lease

#### **CITIZEN COMMENTS**

12. ADJOURNMENT



# BEAUFORT COUNTY COUNCIL

# **Agenda Item Summary**

Item Title:
Approval of Minutes
Council Committee
Council Committee:
Public Facilities
Meeting Date:
January 21, 2020
Committee Presenter (Name and Title):
Issues for Consideration:
Approval of the October 7, 2019 & December 2, 2019 meeting minutes
Points to Consider:
Funding & Liability Factors:
None.
TWOTIC.
Council Options:
Approve, Modify or Reject
Recommendation:
Approve

# MINUTES PUBLIC FACILITES COMMITTEE

# October 07, 2019

Council Chambers, Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

## **ATTENDANCE**

Present: Committee Chairman Brian Flewelling, Committee Vice-Chairman York Glover,

Mark Lawson,

Absent: Paul Sommerville, Alice Howard, Joseph Passiment, Michael Covert

Ex-officio: Chris Hervochon, Stu Rodman, Lawrence McElynn, Gerald Dawson (Non-

committee members of Council serve as *ex-offici*o members and are entitled to vote.)

Staff: Ashley Jacobs, County Administrator; Christopher Inglese, Assistant County

Administrator; Thomas Keaveny, County Attorney; Brenna Owens, Administrative Specialist Clerk to Council; Phil Foot, Administrator Director-Public Safety; Dave Thomas, Purchasing Director; Rob McFee, Director Public Facilities; Monica Spells, Assistant County Administrator-Civic Engagement

and Outreach; John Thompson, Bluffton Fire Chief;

Media: Joe Croley, Lowcountry Inside Track

# CALL TO ORDER

Councilman Flewelling called the meeting to order at 4:12 p.m.

Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act

## APPROVAL OF AGENDA

Motion: It was moved to remove item 10A it was moved Councilman Glover, seconded by Councilman Hervochon to remove agenda items then approve the agenda. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon and Councilman Lawson. The motion passed.

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# **APPROVAL OF MINUTES**

It was moved by Councilman Glover, seconded by Councilman Hervochon to approve minutes from June 3, 2019 and August 12, 2019. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon and Councilman Lawson. The motion passed.

# **CITIZEN COMMENTS**

Amanda Dubois residence of Buckingham Landing talked about the ferry contract being renewed at the current location.

Steve Hill a residence of Daufuskie Island stated that the ferry is needed as a lifeline to Daufuskie Island to assist the owners of Daufuskie Island.

# **EXECUTIVE SESSION**

Executive session started at 4:26

It was moved by Councilman McElynn, seconded by Councilman Dawson to go into executive session. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Rodman, Councilman Hervochon and Councilman Lawson. The motion passed.

## **DISCUSSION**

Item: Update on HWY 278 Jenkins

Councilman Rodman: Larry put together a presentation for the Hilton Head Corridor. Next fall the county will be presented with the final reasonable alternatives. The SCDOT has evaluation criteria that is being looked into with HWY 278. Presented SCDOT with the guiding principles that was adopted from Hilton Head.

Councilman Flewelling: Wondered if the endorsement of the guiding principles considered comments during the DOT public comments.

Councilman Rodman: Discussed the reasonable alternatives

**Status:** For information Purposes only

# **ACTION ITEMS**

Item: Contract Renewal / FY20 (October 2019 – June 2020) for Daufuskie Island

Ferry Services - Monica Spells, Assistant County Administrator and Dave Thomas,

Purchasing Director

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Monica Spells: Daufuskie Island Ferry Services for October 2019 – June 2020 ferry services to/from Daufuskie Island for \$271,222.56. The ferry services was providing services to the residents of Daufuskie at a reduced rate where the tourist would pay at a higher rate. This will be for the ferry for the residents and property owners on Daufuskie. The county is looking into moving the ferry services to combat the parking issues that have arouse because of tourist.

Motion: It was moved by Councilman Glover, seconded by Councilman Rodman to award the contract for the remaining fiscal year. The vote: YAYS — Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

**Recommendation:** To move Forward to County Council

Item: Consideration of a 2018 One Cent Sales Tax Right of Way Resolution - Rob McFee, Director of Construction, Engineering & Facilities

Robert McFee: Stated that this is a resolution that will allow the staff the ability to move forward to do all projects in the referendum and CIP

Tom Keaveny: The reason this is coming forward is to give the county administrator authorization to purchase property with the approval of council within our code.

Motion: It was moved by Councilman Hervochon, seconded by Councilman Glover to approve the 1 cent sales tax right of way resolution. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

Item: Approval of a contract with Infrastructure Consulting & Engineering for the 2018 1 cent Pathway projects - Rob McFee, Director of Construction, Engineering & Facilities

Rob McFee: The work will be on the priority list hour by hour to be able to see what is being spent

Motion: It was moved by Councilman Hervochon, seconded by Councilman Glover to approve the \$3 million. The vote: YAYS — Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

**Recommendation: Forwarded to County Council** 

Item: Approval of a contract with O'Quinn Marine Construction, Andrews Engineering Co., and McSweeney Engineers for the Design-Build of the Fort Frederick Boat Ramp - Rob McFee, Director of Construction, Engineering & Facilities

Rob McFee: Worked out an access issue with DNR to be able to do improvement for the water facility with DNR approval. The current price is \$1,166,227.20. There is currently \$500,000 through the rural and critical lands. Staff recommends that the remaining \$666,227.20 come from the general fund.

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Tom Keaveny: This will need to come through as an ordinance hearing which will be 3 readings and a public hearing.

Councilman Flewelling: Can we use A-tax funds to reimburse general funds from a previous fiscal year.

Chris Inglese: The A-tax grants are illegible for reimbursable expenses for the entities applying for them. They funds have to be appropriated if they have not been budgeted and then apply for the funds.

Councilman Flewelling: We need to have a motion to proceed with the contract utilizing the \$666,227 from general funds and \$500,000 from Rural and Critical. There also needs to be a resolution to seek reimbursement from the 3% accommodations.

Motion: It was moved by Councilman Glover to proceed with the contract utilizing the \$666,227 from general funds and \$500,000 from Rural and Critical.

No Second the motion does not carry

Motion: It was moved by Councilman Rodman, seconded by Councilman Dawson to take \$500,000 from Rural and Critical and \$666,227.20 from 3% accommodations fund. The vote: YAYS – Councilman Flewelling, Councilman Rodman, Councilman McElynn, Councilman Dawson. The NAYS: Councilman Hervochon, Councilman Glover and Councilman Lawson. The vote: 4:3. The motion passed.

**Recommendation: Forward to County Council for approval** 

Item: Approval of a contract with PowerHouse Recycling for Beaufort County Electronic Waste Transportation and Recycling Services in the amount of \$68,000 – Dave Thomas, Purchasing Director

Dave Thomas: Contract for the recycling services to Powerhouse Recycling for \$68,000

**Motion:** It was moved by Councilman Glover, seconded by Councilman McElynn to award contract to Powerhouse Recycling for \$68,000. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

Item: Approval of a contract to Southeastern Environmental & Waste Company for new Solid Waste Used Oil Equipment for \$ 68,307.09 – Dave Thomas, Purchasing Director

Dave Thomas: Recommend contract be awarded to Southeastern Environmental & Waste Company for new Solid Waste Used Oil Equipment for \$ 68,307.09

Motion: It was moved by Councilman Glover, seconded by Councilman McElynn to award contract to Southeastern Environmental & Waste Company for new Solid Waste Used Oil Equipment for \$68,307.09. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon and Councilman Lawson. The motion passed.

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Item: Transportation Impact Fee Credit Request – Eric Greenway, Community Development Director

McFee: Stated that there is a paint booth and body shop had previously built a connection road and Paid impact fees for this. Would like county to consider a credit for work that was done by Stokes on the county mandated roads.

Motion: It was moved by Councilman McElynn, seconded by Councilman Rodman to give Stokes a credit. The vote: YAYS — Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

**Item:** MOU between Beaufort County and Bluffton Township Fire Department – Rob McFee, Division Director, Construction, Engineering & Facilities

Rob McFee: An MOU for the station where Bluffton is building the new station. This is referring to specifics such as car sharing, etc. with Bluffton and Beaufort County.

Motion: It was moved by Councilman Glover, seconded by Councilman Lawson to issue a MOU between Beaufort County and Bluffton Township Fire Department. The vote: YAYS – Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

Item: Request from Town of Bluffton for Construction Funding of Goethe Road Sidewalk – Rob McFee, Division Director, Construction, Engineering & Facilities

Rob McFee: The Town of Bluffton contacted Beaufort County CIP division to enter into a project for Goethe Road. They requested \$90,695 to build a sidewalk from Bluffton Parkway heading north to Joe Hamilton Lane. Staff recommend to participate on a reimbursable not to exceed more than \$90,695.

Pat Rooney: Landscape designer of Hilton Head. The amount of foot traffic has increased henceforth the need for the sidewalk extension. The amount requested is an estimated cost the sidewalk is in the process of being designed.

Councilman Flewelling: Where is the money going to be pulled from?

Rob McFee: The staff recommends that we use the tag fund.

Councilman Dawson: Would like to delay the funds since there is a need for sidewalk improvement at Whale Branch High School that was left out on state roads and sidewalks improvements budget previously approved.

Rob McFee: There is a single landowner that wants to know how much land is needed. The county is waiting on the design on pathway project that is estimated about \$250,000.

Councilman Flewelling: Doesn't see a need to delay

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Councilman Dawson: Can the Tag funds be used on that sidewalk.

Rob McFee: No Tag funds is needed since there is a donation that was given for this job.

Councilman Flewelling: Does not see the need to wait since they already have the project on its way.

Councilman Lawson: Would like to see this go forward since it is 2 separate matters.

Motion: It was moved by Councilman Lawson, seconded by Councilman Hervochon to approve funds of \$90,695 to build a sidewalk from Bluffton Parkway heading north to Joe Hamilton Lane.

The vote: YAYS — Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

Item: Consideration of an Ordinance authorizing the execution and delivery of a deed at 35 Fording Island Road extension South Carolina - Rob McFee, Division Director, Construction, Engineering & Facilities

Rob McFee: When the old Rose restaurant was purchased there is an old pump station connected. Would like to convey this property and pump station to Beaufort Jasper Water and Sewer Authority. There was 2 parking spaces near the ferry that would be lost to BJWSA for maintenance.

Motion: It was moved by Councilman Hervochon, seconded by Councilman McElynn to move to county council for approval. The vote: YAYS — Councilman Glover, Councilman McElynn, Councilman Dawson, Councilman Flewelling, Councilman Hervochon, Councilman Rodman and Councilman Lawson. The motion passed.

**Recommendation:** To Move to County Council for approval

# **INFORMATIONAL ITEMS**

**Item:** Kalama Testing on County Property – Christopher Inglese, Deputy Administrator

Chris Inglese: Kalama Chemicals Inc. are requesting access to county property to drill and boar and test. The company may need access to county property if chemicals are moving.

Status: Informational purposes only

**Item:** Beaufort County Unpaved Road Evaluation – Rob McFee, Division Director, Construction, Engineering & Facilities

Councilman Flewelling: How many miles of unpaved road is completed? How much more is going to be done?

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Rob McFee: The CTC funding and tag funding is being used for these unpaved roads. The roads are looked at every 5 years to see what needs to be done. There has been approximately 95 miles done and will send the committee the information on what needs to be done.

Councilman Flewelling: Is there a cheaper alternative to paving such as rocking?

Rob McFee: There was a rocking on several roads. There is a saving on roads that is rocked about 31% less. This will be presented in the dirt road paving program as an alternative.

Status: Informational purposes only

Adjournment: 6:01 p.m.

Ratified by Committee:



# MINUTES PUBLIC FACILITIES December 2, 2019

Council Chambers, Administration Building Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort, South Carolina 29902

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

# **ATTENDANCE**

Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover,

Michael Covert, Mark Lawson and Joseph Passiment.

Absent:

Ex-officio: Stewart Rodman, Paul Sommerville, Chris Hervochon, and Gerald Dawson (Non-

committee members of Council serve as *ex-officio* members and are entitled to vote.)

Media: Joe Croley, Low country Inside Track

# CALL TO ORDER

Councilman Flewelling called the meeting to order at 4:14 p.m.

Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act

# APPROVAL OF AGENDA

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment to approve the agenda as presented. The vote: YAYS – Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

# **APPROVAL OF MINUTES**

# A. November 4, 2019

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve the agenda as presented. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

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# **CITIZEN COMMENTS**

Sam Scoville, Esq- representing owners of land around Prospect Road. Leanne Colter- Re Prospect Road issue. Councilman Flewelling- Letter from Roger Pinckney

# **PRESENTATIONS**

**A.** Presentation of Current County Leases coming up renewal – Chris Ingleses, Deputy County Administrator

Chris Ingleses: Councilman Passiment requested updated lease agreements for discussion. St Helena's Federal Court House lease agreement is the only one to discuss at this time. There is a need for more time to gather all the lease information because there isn't a central warehouse for those leases so they are a little unorganized. Advocate the need for a license professional real estate agent on staff that can house those lease agreements among other tasks as well.

Councilman Passiment: Parking lot lease, when it is up for renewal and if in fact that St. Helena is moving to a new location what is the need to continue to lease the parking lot.

Councilman Somerville: Owner is not interested in selling the parking lot.

Thomas Keaveny: Letter was sent at Council's request to let them know that the lease will not be renewed at the end of June 2020. Also, expressed the interest in purchasing the parking lot. Owners of the property were not interested in selling but would like to renew the County's lease for 5 (five) more years.

Councilman Sommerville: Mentioned that if we are going to use it we can condemn it regardless if they want to sell it or not. So it is really up to us if we want to use it for another purpose, if we do we want the property we will need the parking lot. As a council we have talked about utilizing it.

Ashley Jacobs: We have an RQ for a facilities master plan and we are in negotiation for that contract. The master plan will tell us the best use for the properties that we own and will let us know the resolution for the best use for the court house. Council will have to make a decision whether or not to renew the lease because it will take a year to receive the master plan.

Councilman Flewelling: It may be valuable to start talking with St. Helena about their interest in extending their lease through the year and negotiating with the owners of the parking lot in renewing the lease under the conditions of St. Helena being interested in renewing the lease. I know that there is internal conversation with the St. Helena board about moving.

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Councilman Rodman: There may be 2 opportunities for the courthouse, assuming we aren't going to sell it. It could be used by the county or for history or learning center. Reconstruction Instituted or Pat Conroy School of Journalism through USCB. Parking is not needed by St. Helena, it was but in place in case the county wanted to do something else with the building. My thought is that maybe the History Organization can bring it back to the finance committee or public facilities with an update.

Councilman Flewelling: Legal needs to look at planning and zoning requirements for number of spaces we need for the number of sq. ft. available for that St. Helena foundation. There may be need for additional parking/ street parking.

# **DISCUSSION**

**A.** Daufuski Island Ferry service landing options – David Wilhelm, ACA Public Works and Sustainability.

David Wilhelm: Identified 10 potential sites.

- \* Buckingham Landing
- \* Bluffton Oyster Factory
- \* Alljoy Landing
- \* C.C. Haig Jr. Landing
- \* Pinckney "East"
- \* Squire Pope Park
- \* Marshland Road
- \* Palmetto Bay Marina
- \* Cross Island Landing

Councilman Hervochon: Any ideas with Buckingham landing to make it work better?

David Wilhelm: Parking is the problem, but there are options for remote parking and running a shuttle bus to the land that ferry owner is looking into and then there is County owned property at the end of

Buckingham Road that could provide additional parking with a shuttle running back and forth.

Councilman McElynn: Marshland Road is there enough parking available there.

David Wilhelm: There is parking issues there. There is not one property that is county owned doesn't have

issues with it whether it is parking, dock, pier etc. that and needs to have modifications. There are two that are privately owned.

Councilman Lawson: So if there are 2 properties privately owned are we looking at a lease agreement? I'd rather purchase a property so we have a long term so we won't have these issues in the future.

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Councilman Flewelling: We need to weigh the cost and the benefits of doing making that purchase. C.C. Haig, is there a legal conflict?

David Wilhelm: There is adequate parking at C.C. Haig. There is a stipulation that when the Federal government deeded the land that the property could not be used for commercial use but Does allow ferry service. We are in looking into some things that need to be worked through but C.C. Haig seems to be the preferred option.

Councilman McElynn: The recent 278 n Corridor project involves that landing.

David Wilhelm: The problem with CC Haige landing is the left turn W Bound on 278 which we are discussing Putting an access road under the bridge. Exiting and turning left of WB of 278 is a problem with C.C. Haig.

Councilman Flewelling: CC. Haig is the preferred alternate to solve the problem long term but that leaves us with the Restaurant and the end of the road but it resolves the problem with the parking by moving to C.C. Haig. How does the Ferry owner feel about the move to C.C. Haig? As you discuss the renewal with the owner please figure out the impact of that move would be.

David Wilhelm: We have had a conversation with the owner. Current contract takes him through June 2020, there is another to extend for one year.

# **B.** Prospect Road on Daufuski Island – Rob McFee, Director of Construction, Engineering & Facilities

Rob McFee: History, in February 15, 2016 meeting of the Public Facilities Committee, property owner presented a proposal from a major Prospect Road property owner for the County to remove Prospect Road from the County maintenance inventory in exchange for ROW along Pappy's Landing Road, another dirt "legacy" road on Daufuskie. Another proposal was to make it a conservation easement. Committee voted to approve the exchange of property interest. When this proposal was moved forward to the February 29, 2016 meeting of County Council, the property interest exchange was not approved. Prospect Road is a county maintained "legacy" dirt road on Daufuski Island. County "legacy" roads are those roads, which have been maintained by Beaufort County in excess of 20 years, but Beaufort County does not have recorded ROW (right of way) documents for the roads. County "legacy" roads may be dirt or paved.

Councilman Flewelling: Are you proposing that the Resolution should be forwarded to County Council?

Rob McFee: Yes

Councilman Lawson: Think it is fair to have the new council members see the presentation from 2016 to be fully informed. We can move forward with prescriptive easement.

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Motion: It was moved by Councilman Lawson, seconded by Councilman Glover to pass the resolution for prescriptive easement for Prospect Road on Daufuski Island to County Council. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. NAYS: Councilman McElynn. The motion passed.

C. Discussion of Proposed Driveway Improvements to the Disability & Special Needs home at 2700 Waddell Rd, Beaufort- Mark Sutton, Facility Management Deputy Director and Bill Love, DSN Director

This item is being presented for information purposes only. Consumers reside in the home, which has a concrete loading and unloading pad near the front/side entrance to the home and gravel driveway from the road to the pad. To improve access and enhance the property aesthetics, Facility Management is reviewing options to have a concrete driveway installed on the property. The Facility Management Department is seeking quotes for the proposed work; an in-house preliminary estimate is \$5,000- \$8,000. Council approved \$350,000.00 toward construction of the home at its regular meeting occurring 12/11/17. Department of Special Needs expended \$295,425.00 from its building acquisition fund for the project as of October 2018. Department of Special Needs has funding available to cover the proposed work; as of 11/26/19 its fund balance is \$3,781,722.00.

# **ACTION ITEMS**

A. Consideration of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a right of way owned by Beaufort County known as Cassidy Drive off Buckwalter Parkway in Bluffton Township South Carolina- Rob McFee, Director of Construction, Engineering & Facilities

Conveying an Access and Utility Easement to BJWSA for a portion of parcel R610 022 000 1125 0000 located on Cassidy Drive. BJWSA needs the easement to provide various water/sewer functions in the Cassidy Drive area.

Motion: It was moved by Councilman Covert, seconded by Councilman Passiment to forward the ordinance authorizing the execution and delivery of an access and utility easement for a portion of right of way owned by Beaufort County known as Cassidy Drive off Buckwalter Parkway in Bluffton Township South Carolina to County Council. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

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B. Recommendation to Award Hoffman Brothers the contract for the replacement of a water heater for the Beaufort County Detention Center in the amount of \$287,357.00- Dave Thomas, Purchasing Director

Recommendation for contract Award for IFB #071019, Water Heater Replacement for the Beaufort County Detention Center. Beaufort County issued an invitation to bid (IFB) to solicit proposals from qualified firms to provide a new water heater system, which includes equipment, installation, and warranty. The project includes the removal of the existing twenty-seven yearold, gas fired boilers, water storage tanks and associated pumps and piping. New high efficiency on demand gas fired tank less water heating units are specified replacements of the old water heating systems. This is a rebid for the equipment and services due to lack of bidders. We conducted a mandatory pre-bid meeting on June 6, 2019. A total of five (5) vendor's attended the meeting. Two bids were received and opened on July 10, 2019. Received the following two bids: Hoffman Brothers from Wando, SC for \$287,357.00 and Mitchell Brothers, Inc. Seabrook, SC for \$330, 360.00. County Staff evaluated the bids, along with our engineering firm, RMF Engineering and determined that Hoffman Brothers was the lowest responsive and responsible bidder. The total Bid includes a Contingency allowance of \$28,735.00 to cover any unforeseen conditions. The grand total for the project including the contingency is \$316,092.00. Hoffman Brothers of Wando, SC is self-performing and will use their own equipment for installation. Staff believes that Hoffman Brother's bid is reasonable for the Scope of Work and recommends the award. The Purchasing Department recommends that the Public Facilities committee approve and recommend to County Council the contract award to Hoffman Brothers in the amount of \$287,357.00, plus the contingency allowance of \$28,735.00 to cover unforeseen conditions for the Water Heater Replacement Services for the Beaufort County Detention Center, Total contract award is \$316,092.00.

Motion: It was moved by Councilman Covert seconded by Councilman Passiment to forward recommendation to Award Hoffman Brothers the contract for the replacement of a water heater for the Beaufort County Detention Center in the amount of \$287,357.00. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

C. Consideration of a request to Purchase one new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Publicworks Department in the amount of \$121,361.21 – Dave Thomas, CPPO, Beaufort County Purchasing Director

Request approval to Purchase on new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, a State Contract Vendor for the Publicworks Department. Price provides the lowest cost by state bids. This new truck will replace a 2007 Freight-liner Dump Truck with 198,120 miles which has reached its life cycle. The total cost is \$121,361.21, which

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includes the purchase of the Chassis for \$89,173.21 from Carolina International Trucks, Inc., Columbia, SC and the Dump Body and equipment from Lee Transport Equipment for \$31,688.00 This also includes delivery and manuals plus sales tax of \$500.00 for a total cost of \$121,361.21. Funding from Account # 10001320-54200- Specialized Capital Equipment, Balance \$265,766.00. The purchasing department and public works director recommends that the public facilities committee approve and recommend to County Council the contract award of \$121,361.21 to purchase the 2021 International HV607 SBA (HV607) Dump truck as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to forward a request to purchase a new 2021 International HV607 SBA Dump Truck from Carolina International Trucks, for \$121,361.21 to County Council for consideration. The vote: YAYS—Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

# **D.** Consideration of a Resolution to Commission an Animal Service Officer-Phil Foot, Assistant County Administrator for Public Safety

Commission of Animal Service Officer Daniel Hernandez. Animal Services Officers are appointed and commissioned by County Council under S.C. State Code Section 4-9-145. Recommendation to appoint Daniel Hernandez as an Animal Service Officer. It is recommendation of the Animal Service Department Director Tallulah McGee and Phil Foot to appoint Daniel Hernandez as an Animal Service Officer for Beaufort County, SC.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to approve the consideration of a resolution to Commission an Animal Service officer, Daniel Hernandez. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

# E. Value Engineering's Jenkins Island Safety Improvement Recommendations- Rob McFee, Director of Construction, Engineering & Facilities

Jennifer Bragg: Summary of Scope Items: to review the proposed Jenkins Island "Superstreet Intersection" design and its relationship with the six alternatives for US 278 Corridor Improvements. The Corridor study is ongoing and they should have a preferred alternative within a year from now. In reviewing the six alternatives there are impacts to the superstreet design anywhere from 20% to 100% loss of utility, meaning they will rebuild a portion or abandon all of it upon their preferred alternative. I was asked to look at was an immediate solution that can be done to buy some time 5-10 years out to basically for the preferred alternative to be selected, designed and build upon. That is where improvement options on Jenkins Island, and Potential immediate improvements to Squire Pope Road Intersection came into play. Potential Alternatives:

Minutes – Public Facilities December 2, 2019 Page **8** of **10** 

Version of the Superstreet, traveling East on 278 from Blue Heron Point, suggest a signal there left in on the Blue Heron and allow for U-Turns. There is an existing dedicated right lane at the Blue Heron point, this will actually become a temporary 3<sup>rd</sup> lane from Blue Heron Point to Cross Tree Drive and then taper in just beyond Jenkins Road. The median crossover will be closed. Going West bound just before Jenkins Rd. to taper out and provide about 200 feet of storage prior to Jenkins Road and the extend a 3<sup>rd</sup> lane in between Jenkins Road and Gateway Dr. with this there is proposed two signals, which are two phased signals. Blue Heron point there will be a signal for East bound traffic, it will temporarily stop traffic so that anyone making left turns or U-turns have a controlled and safe area to do so. Jenkins Rd. West bound traffic will be stopped for those turning left onto Jenkins Road or for those making a U-turn. When West bound traffic is stopped East bound will still flow and the same for when East bound is stop West bound will continue to flow.

Councilman Hervochon: in a nut shell what is the difference between this and the current proposal?

Jennifer Bragg: The current proposal is larger in scale. It goes all the way from the bridges to the causeway. This one, as you can see we are trying to utilize as much of the existing pavement as possible, build the additional 3<sup>rd</sup> lane. This is only getting us this intermediate solution. We are trying to minimize as much of the redo for the future proposed plan. We don't know what the potential alternative is going to be.

Councilman Hervochon: What was SCDOT's feedback on this.

Jennifer Bragg: Council is the first to see this. We were still fine tuning. With DOT they were on board with the superstreet and this is a version of it.

Councilman Hervochon: Do you think this will require a traffic study.

Jennifer Bragg: We have done the traffic analysis proposed that to them. We are using their data to do this work. This is intermediate. It isn't a true traffic study but we have used all their information at that point.

Councilman McElynn: What is the estimated time frame for construction and cost of project.

Rob McFee: Cost estimate approximate 2.1 Million. Time Frame, administration have been working with the contractor with the building/ design approach. He has provided administration another 60 days from December 7<sup>th</sup> to finalize details.

Councilman Passiment: Two Phase lights, one at Blue Heron and one at Jenkins Road. Is the light going to trigger for those coming out of Windmill Harbor in the Right lane, to get into the left hand lane?

Jennifer Bragg: The light will not change for those who are turning right. It will only turn when someone is waiting to turn left or to make a U-turn. We have discussed shifting the light more east but the price will increase some. The \$2.1 Million is utilizing the bidder's unit prices, when it was developed and there has been a 30% contingency on it because it is based on concept.

Minutes – Public Facilities December 2, 2019 Page 9 of 10

Councilman Hervochon: 2.1 Million is that all in.

Jennifer Bragg: that has a 30% contingency on it and it is a bottom number

Rob McFee: When you decide to do a build/design concept we can get you a hard number.

Jennifer Bragg: East Bound there is a very short 3<sup>rd</sup> lane. It is underutilized unless the light has turned red. We could extend it as much as we can into the town's property without having to buy the right of way. It would increase the lane approximate 500 ft. with 250 ft. taper it would require some drainage improvement. It does increase it, both SP and Chamberlin have low left turn movement. Traveling East Bound they would have the green if you turn Left at Squire Pope the light will turn red. Only time East Bound stops is if someone gets in the Left hand land to turn Left on Chamberlin. The other component, unfortunately West Bound lane stays the same. Usually when you extend a lane through an intersection would need 800 ft. – 1000ft of width and the town only has about 500 ft. Squire Pope has a high volume of Right turners turning back onto 278.

Motion: It was moved by Councilman McElynn, seconded by Councilman Passiment to recommend that this matter is to move forward to county council for consideration to change the Jenkins island safety improvements that have been previously been discussed to those that have been proposed today. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

# **BOARD AND COMMISSIONS REAPPOINTMENTS**

A. Reappointments of Christopher Campbell, Pamela Floyd, Joan Gualdoni, Eileen Hutton, and Carol Murphy to the Keep Beaufort County Beautiful Board.

Motion: It was moved by Councilman Passiment, seconded by Councilman Glover to forward the reappointment of Christopher Campbell, Pamela Floyd, Joan Gualdoni, Eileen Hutton and Carol Murphy to the Keep Beaufort County Beautiful Board for approval to County Council. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

# B. Appointment of Scott Clark to the Beaufort County Transportation Committee.

Motion: It was moved by Councilman Glover, seconded by Councilman Passiment to forward the appointment of Scott Clark to the Beaufort County Transportation Committee to County Council for approval. The vote: YAYS — Councilman Rodman, Councilman Sommerville, Councilman Hervochon, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson The motion passed.

Minutes – Public Facilities December 2, 2019 Page **10** of **10** 

**ADJOURNMENT** 5:30 pm



# December 5, 2019

Mr. Stewart H. Rodman, Chairman Beaufort County Council P. O. Drawer 1228 Beaufort, South Carolina 29901-1228

Re: Reappointment

Dear Mr. Rodman,

I hereby respectfully request that I be considered for reappointment to serve as a member of the Solid Waste and Recycling Board, effective February 2020.

Sincerely,

Lawrence Bryan

(Solid Waste District #5 - Sheldon)



# BEAUFORT COUNTY COUNCIL

# **Agenda Item Summary**

#### Item Title:

Request to Purchase from Carolina International Trucks, Inc., a State Contract Vendor, for two 2021 International HX620 6x4 (HX62F) Dump trucks for Stormwater Utility.

#### Council Committee:

Public Facilities

## Meeting Date:

January 21, 2020

# Committee Presenter (Name and Title):

Dave Thomas, CPPO, Purchasing Director

#### Issues for Consideration:

The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump trucks to replace asset # 23105 & asset # 23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset # 23105 has 163,894 miles and asset # 23106 has 178,723 miles registered on the odometer. Also, per First Vehicle Services, asset # 23105 and # 23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset # 23105 & asset # 23106.

#### Points to Consider:

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals

## Funding & Liability Factors:

Account # 50250011-54000-Vehicle Purchase, balance in account is \$456,729.

## Council Options:

Approve the request to purchase the two Dump Trucks or disapprove the purchase request.

# Recommendation:

The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.



# COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director dthomas@bcgov.net 843.255.2353

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: State Contract Purchase

Request to Purchase Two 2021 International Dump Trucks for Stormwater Utility

DATE: 01/21/2020

#### **BACKGROUND:**

The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump Trucks to replace asset #23105 & asset #23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset #23105 has 163,894 miles and asset #23106 has 178,723 miles registered on the odometer. In addition, per First Vehicle Services, asset #23105 and #23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset #23105 & asset #23106.

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

## **VENDOR INFORMATION:**

Caroline International Trucks, Inc., Columbia, SC State Contract #4400017275-provides the chassis COST:

\$329,557.36

**FUNDING:** 

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Account 50250011-54000-Vehicle Purchase; current available balance \$456,729.

Breakdown of cost: \$164,728.68 x 2 = \$328,557.36 (Truck) 500.00 x 2 = \$ 1,000.00 (SC State Tax) \$329,557.36

Funding approved: Yes

By: aholland

Date: 01/08/2020

FOR ACTION: Public Facilities Committee meeting on January 21, 2020.

# **RECOMMENDATION:**

The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump Trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

A++	achm	ont.	

Stormwater Dumptrucks.pdf 2.08 MB

No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes

Date: 01/09/2020

Check to override approval: Overridden by:

Override Date: Approved: Yes

Date: 01/08/2020

Alicia Holland, Assistant County Administrator, Finance David Wilhelm, Assistant County Administrator, Public Works

Approved: Yes

Check to override approval: Overridden by:

Date: 01/09/2020

Override Date:

ready for admin:

Nilesh Desai, Public Works Director

Approved: Yes

Date: 01/09/2020

Check to override approval: Overridden by:

Override Date:

ready for admin:

After Initial Submission, Use the Save and Close Buttons



# COUNTY COUNCIL OF BEAUFORT COUNTY

# **PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

TO:

Brian E. Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ:

Request to Purchase from Carolina International Trucks, Inc., a State Contract Vendor, for two

2021 International HX620 6x4 (HX62F) Dump trucks for Stormwater Utility.

DATE: December 19th, 2019

BACKGROUND: The Purchasing Department received a request from Stormwater Utility to purchase two new 2021 International HX620 6x4 (HX62F) Dump trucks to replace asset # 23105 & asset # 23106, both being identical 2007 Freightliner M2112 Dump Trucks. Asset # 23105 has 163,894 miles and asset # 23106 has 178,723 miles registered on the odometer. Also, per First Vehicle Services, asset # 23105 and # 23106 have not only reached their lifecycle but also have major wiring issues, as well as major wear and tear that cause the asset to be unsafe and unrepairable. The parts necessary for the attempt of fixing the asset are unavailable due to age. Please refer to the asset report, completed by First Vehicle Services, to fully understand the diagnosed issues for asset # 23105 & asset # 23106.

Total cost for one 2021 International HX620 6x4 (HX62F) is \$164,778.68 (price times two is \$329,557.36) and price includes tax, equipment, chassis, delivery, installation, all discounts, SC sales tax, and manuals (see the attached price quote).

# **VENDOR INFORMATION:**

COST

1. Carolina International Trucks, Inc, Columbia, SC State Contract #4400017275-provides the Chassis.

\$164,278.68 (x2= \$328,556.68)

2. SC State Tax

500.00 (x2 = 1,000.00)

Total Cost:

\$ 164,778.68 (x2= \$329,557.36)

FUNDING: Account # 50250011-54000-Vehicle Purchase, Balance \$456,729.

FOR ACTION: Public Facilities Committee meeting on January 21, 2020.

RECOMMENDATION: The Purchasing Department and Public Works Director recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$329,557.36 to purchase two 2021 International HX620 6x4 (HX62F) Dump trucks as outlined above in support of Public Works continued effort to maintain and/or improve the County's infrastructure.

Attachment: Contract Pricing Information

cc:

Ashley Jacobs, County Administrator

Alicia Holland, Assistant County Administrator, Finance

David Wilhelm, Assistant County Administrator for Public Works and Sustainability Nilesh Desai, Public Works Director

Att: State Contract Price and Specification Sheet, Vehicle Records, Photo of Dump Truck



DEPARTMENT	<b>Bumper Number</b>	Chassis ID	Miles Driven	Description	Labor Cost	Parts Cost	Outside Service Cost	Total Cost	Est Cost
50250011-D 50250011-D 50250011-D	23105 23106 23208	HX30130 HX30131 EA18096	178,760 2310	05,2007,FREIGHTLINER,M2112 06,2007,FREIGHTLINER,M2112 08,2007,FORD,F-250 SUPER Y		43,369.75 40,174.79 6,267.19	2,525.66 11,052.76 393.86	83,037.05 88,753.07 14,224.99	\$0.50 \$0.50 \$0.16



First Vehicle Services Beaufort County Division P.O. Box 6016 Beaufort, SC 29902-6016

To: John Miller

Department: Stormwater

Subject: Evaluation of Equipment #23106

Subject equipment was evaluated on Date: 12/27/2019 Maintenance cost history is attached.

It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.

Kelly Blue Book Private Party value of this unit is \$N/A

Total repair cost to date for the unit is \$88,753

Estimate future and present repair cost are \$ Unknown (This cost does not include major component failures such as engine, transmission and drive train.)

This unit exceeds APWA guidelines for replacement, based on age (12 years), present condition and mileage (178,760).

Jeremy Kircus, General Manager FVS/Beaufort Co.



First Vehicle Services Beaufort County Division P.O. Box 6016 Beaufort, SC 29902-6016

To: John Miller

Department: Stormwater

Subject: Evaluation of Equipment #23105

Subject equipment was evaluated on Date: 12/27/2019

Maintenance cost history is attached.

It is our opinion at First Vehicle Services that if the cost of repair exceeds one third of the assets value consideration for removal and or replacement should be taken. Yearly cost evaluation will accompany any evaluation requiring consideration.

Kelly Blue Book Private Party value of this unit is \$N/A

Total repair cost to date for the unit is \$83,037

Estimate future and present repair cost are \$ Unknown (This cost does not include major component failures such as engine, transmission and drive train.)

This unit exceeds APWA guidelines for replacement, based on age (12 years), present condition and mileage (164,585).

Jeremy Kircus, General Manager FVS/Beaufort Co.

#### INTERNATIONAL

December 11, 2019

Prepared For: Beaufort County CHAD STANLEY 120 Shanklin Rd. Beaufort, SC 29906-8402 (843)470 - 2735 Reference ID: N/A

Presented By: CAROLINA INTERNATIONAL TRUCKS, INC Steve Wiser 1619 BLUFF RD COLUMBIA SC 29201 -(803)799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

#### Model Profile 2021 HX620 6x4 (HX62F)

APPLICATION:

Construction Dump

MISSION:

Requested GVWR: 72000. Calc. GVWR: 77220

Calc. Start / Grade Ability: 24.44% / 2.43% @ 55 MPH

Calc. Geared Speed: 85.4 MPH

DIMENSION:

Wheelbase: 215.00, CA: 146.00, Axle to Frame: 65.00

ENGINE, DIESEL:

(Cummins X15 485) Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @

1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

(Allison 4500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

PIC

CLUTCH: AXLE, FRONT NON-DRIVING:

Omit Item (Clutch & Control)

AXLE, REAR, TANDEM:

(Meritor MFS-18-133A) Wide Track, I-Beam Type, 18,000-lb Capacity

(Meritor RT-46-160P) Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.30

Conventional, Day Cab

TIRE, FRONT:

(2) 315/80R22.5 Load Range L UNISTEEL G291 (GOODYEAR), 491 rev/mile, 68 MPH, All-

Position

TIRE, REAR:

RA.

SUSPENSION, REAR, TANDEM:

(8) 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive

{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber

Springs, with Transverse Torque Rods, Rubber End Bushings

PAINT:

CAB:

Cab schematic 100LX

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

# INTERNATIONAL\*

# Vehicle Specifications 2021 HX620 6x4 (HX62F)

December 11, 2019

Code HX62F00	<u>Description</u> Base Chassis, Model HX620 6x4 with 215.00 Wheelbase, 146.00 CA, and 65.00 Axle to Frame.
1652	CROSSMEMBER, REAR Relocated to End of Frame
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duly
1CGC	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 550.0" (13970mm) Maximum OAL
1GTA	REINFORCEMENT, PINTLE HOOK Ahead of Rear Crossmember for Pintle Hook
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARZ	AXLE, FRONT NON-DRIVING (Meritor MFS-18-133A) Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes  : BRAKE LINES Color and Size Coded Nylon  : DRAIN VALVE Twist-Type  : DUST SHIELDS, FRONT BRAKE  : DUST SHIELDS, REAR BRAKE  : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster  : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel  : PARKING BRAKE VALVE For Truck  : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4  : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)  : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)  : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6  : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqln Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZV	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (6-Channel; 6 Sensor/ 6 Modulator) with Automatic Traction Control
4EBD	AIR DRYER (Wabco System Saver 1200) with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln
4JBR	BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4NNP	BRAKE IDENTITY, REAR {Meritor Cast Plus} 16.5" x 8.63"
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM

# INTERNATIONAL

# Vehicle Specifications 2021 HX620 6x4 (HX62F)

December 11, 2019

Code 4VGN	<u>Description</u> AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4WCC	BRAKE PACKAGE, FRONT {Dana Spicer ES-165-6} Air, Cam Type, Extended Service; Size 16.5" x 6", Includes Automatic Slack Adjusters
4WCD	BRAKE PACKAGE, REAR {Dana Spicer ES-165-7} Air, Cam Type, Extended Service; Size 16.5" x 7", Includes Automatic Slack Adjusters
4WDN	DUST SHIELDS, REAR BRAKE Omit Item
4WDW	BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BES	AFTERTREATMENT COVER Polished Aluminum
7BLJ	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE (Cummins) Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WBU	EXHAUST HEIGHT 11' 6"
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MKL	BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total, Top Threaded Stud
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control, with Multiple Speakers

8RMG

ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror

# INTERNATIONAL\*

# Vehicle Specifications 2021 HX620 6x4 (HX62F)

December 11, 2019

Code 8VAY	Description HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WXG	STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start
HAX8	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHT	HEADLIGHTS Halogen, Composite Combination
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCL	GRILLE Black Vertical Accent Bars, with Black Mesh
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "LX"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ELC	ENGINE, DIESEL (Cummins X15 485) Performance Series, EPA 2017, 485HP @ 1950 RPM, 1650 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE (Horton Drivemaster) Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UCU	RADIATOR Aluminum; Front to Back, Down Flow System, 1564.8 Sqln, 556.8 Sqln CAC
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VGL	FEDERAL EMISSIONS (Cummins X15) EPA, OBD and GHG Certified for Calendar Year 2018
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AUW	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION (Modine) Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
14862	PDL WARNING BUZZER Power Divider Lock

#### INTERNATIONAL

#### Vehicle Specifications 2021 HX620 6x4 (HX62F)

December 11, 2019

Code Description 14GRS AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.30 14RAA AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator and Lift/Lower Switch Inside Cab 14UAB AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle SUSPENSION, REAR, TANDEM (Hendrickson HMX-460-54) Walking Beam, 46,000-lb Capacity, 54" Axle 14ULY Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings 14WAL SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions 14WCL TORQUE RODS Hendrickson XTRB, for HMX Suspensions AXLE, REAR, LUBE [EmGard FE-75W-90] Synthetic Oil; 65 thru 89.99 Pints 14WMK AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-14WNH Steer Axle 15BAA **DEF TANK COVER Stainless Steel** 15DYP DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab 15LKU FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor 15SWH FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab 16031 CAB Conventional, Day Cab Includes : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door 16HBA GAUGE CLUSTER English with English Electronic Speedometer GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel 16HLC 16JPD SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm

Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj.

2-15 Degree Back Angle Adjust, Vinyl Suspension Cover

16RAN SEAT, PASSENGER (National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing with Cloth Facing,

11 Degree Back Angle Adjust

16SNR MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat

Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

16SNY MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Bright, 7.5" x 7"

16VJZ CAB INTERIOR TRIM Classic, for HX Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio

Mounting; Two with Netting; Light Switches for Dome and Courtesy Lights

: FLOOR COVERING Rubber, Black

# INTERNATIONAL

# <u>Vehicle Specifications</u> 2021 HX620 6x4 (HX62F)

December 11, 2019

Code	<u>Description</u> : SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION (Bergstrom) Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater and Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Air Suspension, Includes Special Crossmember Assembly
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
16ZDU	GRAB HANDLE, EXTERIOR Towel Bar Type in lieu of Non-Bright Grab Handles, for use with Cab or Cab/ Sleeper Non-Bright Access, without Frame Access or Chassis Skirts
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
34ACJ	WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires
7382135419	(2) TIRE, PUSHER 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
7382135420	(8) TIRE, REAR 11R22.5 Load Range H HDC1 (CONTINENTAL), 488 rev/mile, 75 MPH, Drive
7772540190	(2) TIRE, FRONT 315/80R22.5 Load Range L UNISTEEL G291 (GOODYEAR), 491 rev/mile, 68 MPH, All-Position
	Services Section:
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
40SHT	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series, Engine Coverage, Protection Plan 1
40SJG	SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins X15 Performance Series Aftertreatment Coverage, for Use when Protection Plan 1 of Equal or Greater Duration is Purchased
1	OX BODY WITH HI-LIFT GATE ,TARP ,AND VIBRATOR
	STATE CONTRACT FEE

## INTERNATIONAL"

# Financial Information 2021 HX620 6x4 (HX62F)

December 11, 2019

(US DOLLAR)

There is no financial information for this proposal.

#### INTERNATIONAL"

#### Financial Summary 2021 HX620 6x4 (HX62F)

December 11, 2019

Description	(US DOLLAR)	
Factory List Prices:		<u>Price</u>
Product Items Service Items Total Factory List Price Including Options:	\$274,458.00 \$4,700.00	4070
Total Goods Purchased:  Heavy/Severe Service - PDI,DOT,SAFETY EQUIP,FUEL,FLAPS,DELIVERY,WAS	\$200.00	\$279,158.00 \$985.00
H Lot Charge-Heavy	\$1,000.00	
Total Preparation And Delivery: Freight Total Freight:	\$2,200.00	\$1,200.00
Total Factory List Price Including Freight: Less Customer Allowance: Total Vehicle Price:		\$2,200.00 \$283,543.00 (\$143,557.32)
Total Body/Allied Equipment: Total Sale Price:		\$139,985.68 \$24,293.00
Total Per Vehicle Sales Price: Total Net Sales Excluding Taxes: SC State Sales Tax		\$164,278.68 \$164,278.68 \$164,278.68
Total Taxes: Net Sales Price:	\$500.00	\$500.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:	Accepted by Purchaser
Official Title and Date	
	Firm or Business Name
Authorized Signature	Authorized Signature and Date
This proposal is not binding upon the seller without Seller's Authorized Signature	
	Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions

\$164,778.68



### BEAUFORT COUNTY COUNCIL

### **Agenda Item Summary**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE TOWN OF HILTON HEAD ISLAND

Item Title:

Council Committee:

Public Facilities Committee

Meeting Date: January 21, 2020

Committee Presenter (Name and Title):
Rob McFee, Director of Construction, Engineering and Facilities
Issues for Consideration:
The Town of Hilton Head Island would like the County to convey the real property known as Automobile Place, a right of way located perpendicular to Hwy 278, to the Town. The Town is requesting this conveyance in hopes of redesigning the current intersection and ultimately improving traffic conditions on Hwy 278.
Points to Consider:
The County does not have this ROW included in County Inventory, so the conveyance would help perfect the Town's interest in the ROW and remove any future responsibility associated with the County. The town is requesting a quit claim deed be executed.
Funding & Liability Factors:
N/A
Council Options:
Approve or Not Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.
Recommendation:
Approve Quit Claim Title to Real Estate for the Town of Hilton Head Island.

#### ORDINANCE 2020/

# AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS AUTOMOBILE PLACE, WITH TMS NO. R510 008 000 0480 0000, TO THE TOWN OF HILTON HEAD ISLAND

**WHEREAS**, Beaufort County ("County") is the sole owner of the real property ("Property") known as Automobile Place, with TMS No. R510 008 000 0480 0000, a right of way located perpendicular to U.S. Highway 278, in the Town of Hilton Head Island ("Town"); and

**WHEREAS**, the County obtained ownership of the Property from the Town by way of quit claim deed dated August 21, 1998, and recorded in the Beaufort County Register of Deeds in deed book 1097 at page 1096; and

**WHEREAS**, the Town desires to own the Property for purposes of improving traffic conditions on U.S. Highway 278; and

**WHEREAS**, the Town has requested that Beaufort County convey all interest in the Property to the Town via quit claim deed; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to convey the Property to the Town and authorize the execution and delivery of the requested quit claim deed attached hereto and incorporated by reference as "Exhibit A", and more particularly shown on the survey attached hereto and incorporated by reference as "Exhibit B"; 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:

- 1. the County Administrator is hereby authorized to execute the quit claim deed referenced herein and as shown in Exhibit A; and
- 2. the County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the real property known as Automobile Place, with TMS No. R510 008 000 0480 0000 and as shown in the attached Exhibit B, to the Town of Hilton Head Island.

OUNTY
_

STATE OF SOUTH CAROLINA	)	QUIT CLAIM TITLE TO REAL ESTATE
	)	QUIT CLAIM TITLE TO KEAL ESTATE
COUNTY OF BEAUFORT	)	

Know all me by these presents that Beaufort County, South Carolina, Post Office Box 1228, Beaufort, SC, 29901, in the State aforesaid, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, actual consideration, to it in hand paid at and before the execution and delivery of these presents by The Town of Hilton Head Island, South Carolina, One Town Center Court, Hilton Head Island, SC, 29928, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release to The Town of Hilton Head Island, South Carolina, its successors and assigns, forever, the real property described below:

All that certain piece, parcel or lot of land, shown and described as "Parcel 48," on a Plat entitled "Boundary Survey of, Parcel 48, Automobile Place/US 278 Intersection, Hilton Head Island, Beaufort County, South Carolina," dated November 29, 2019, prepared by Mark R. Renew, SCPLS 25437, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book \_\_\_\_\_ at Page \_\_\_\_.

This being the same property conveyed to Beaufort County, South Carolina, by deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 1097 at Page 1096.

This deed was prepared in the Office of Coltrane & Wilkins, LLC, by Curtis L. Coltrane.

R510 008 000 0480 0000

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

To Have and to Hold, all and singular, the said premises before mentioned unto The Town of Hilton Head Island, South Carolina, and its Successors and Assigns, forever.

Witness the hand and seal of Ashley M. Jacobs, the duly authorized County

Administrator of Beaufort County, South Carolina, on this \_\_\_\_\_ day of February, 2020.

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

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

Ashley M. Jacobs

Its: \_\_\_\_\_ County Administrator

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

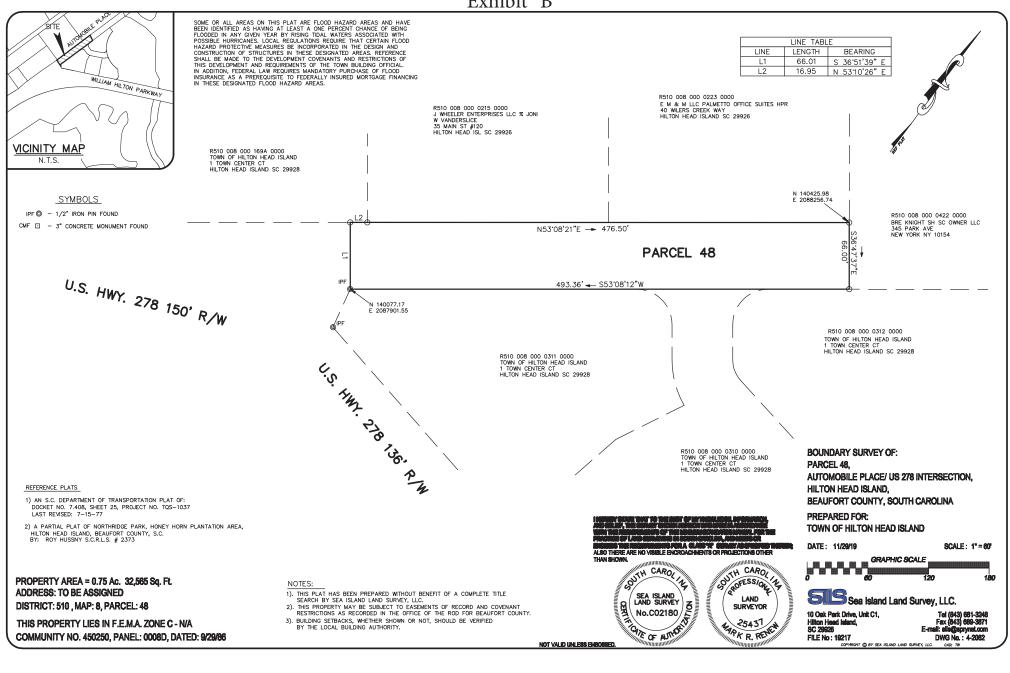
COUNTY OF BEAUFORT )

Personally appeared before me Ashley M. Jacobs the duly authorized County

Administrator of Beaufort County, South Carolina, and acknowledged the due execution of the foregoing instrument.

Notary Public for South Carolina	
My Commission Expires:	

#### Exhibit "B"



e was



### BEAUFORT COUNTY COUNCIL

#### Agenda Item Summary

Item Title:
Recommendation of Award Beaufort County Road Resurfacing Year 3
Council Committee:
Public Facilities Committee
Meeting Date:
January 21, 2020
Committee Presenter (Name and Title):
David L. Thomas, Purchasing Director
Issues for Consideration:
A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for the Beaufort County roadway network. Year 3 recommendation was presented and approved by BCTC in May 2019 resulting in solicitation IFB #102419E, Beaufort County Road Resurfacing Year 3.
Preferred Materials, Inc. was the sole bidder and analysis of the bid revealed no apparent cause for rejection. Preferred Materials, Inc. is a responsive bidder and is in compliance with the County's IFB #102419E.
Points to Consider:
An Engineer's estimate was prepared based on the costs of the completed Beauton County Road Resurfacing Year 2 project. A summary of the estimate is as follows.  Total Estimated Project Cost
Total Estimated Project and Alternate Cost \$3.19.1750.00  Fireferred Materials linc provided a cost \$1.32.935 lower than the Engineer's estimate.
Total Estimated Project Cost \$2,670,674.00 Total Estimated Project and Alternate Costs \$3,91750.00
Of the Total Estimated Project and Alternate Cost, \$407,600,60 is Full Depth Patch (FDP) Altowances established for the Owners benefit and will be paid only for materials actually used for altowance items
Funding & Liability Factors:
Preferred Materials, Inc. Schedule of Prices grand total including alternate is \$2,678,520.00. With a 10% contingency of \$267,852.00 and a FDP Allowance of \$402,600.00, the total project cost is \$3,348,972.00 The funding for the project is Beaufort County Transportation C Funds with a current balance of \$4.3M.
Council Options:
Recommend Award to Preferred Materials, Inc., or
Do not Recommend Award to Preferred Materials, Inc.
Recommendation:
Recommend Award to Preferred Materials, Inc.



#### COUNTY COUNCIL OF BEAUFORT COUNTY

#### **PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director dthomas@bcgov.net 843.255.2353

TO:

Councilman Brian Flewelling, Chairman, Public Facilities Committee

I ICOIVI

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ:

New Contract as a Result of Solicitation

IFB 102419E, Beaufort County Road Resurfacing Year 3 Projects

DATE:

01/21/2020

#### BACKGROUND:

A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the attached Bid Tab shows the roads and associated treatment types identified in the year 3 paving plan.

An Engineer's estimate was prepared based on the costs of the completed Beaufort County Road Resurfacing Year 2 project. A summary of the estimate is as follows:

Total Estimated Project Cost:

\$2,670,674.00

Total Estimated Project and Alternate Costs:

\$3,191,750.00

On October 24, 2019, Beaufort County received one bid for IFB #102419, Beaufort County Road Resurfacing Year 3 Projects from Preferred Materials, Inc. Analysis of the bid submitted revealed no apparent cause for rejection. Preferred Materials, Inc. is a responsive bidder and provided a cost \$110,630 lower than the Engineer's estimate. A summary of the bid is as follows:

Total Base Bid Cost:

\$2,679,715.00

Total Base Bid and Alternate Costs:

\$3,081,120.00

Of the Total Estimated Project and Alternate Costs, \$402,600.00 is Full Depth Patch (FDP) Allowances established for the Owners benefit and will be paid only for materials actually used for allowance items.

**VENDOR INFORMATION:** 

1 /DT TD /

COST:

Preferred Materials, Inc.

\$3,348,972.00

**FUNDING:** 

Preferred Materials, Inc. Schedule of Prices grand total including alternate is \$2,678,520.00. With a 10% contingency of \$267,852.00 and a FDP Allowance of \$402,600.00, the total project cost is \$3,348,972.00. The funding for the project is Beaufort County Transportation C Funds with a current available balance of \$4.3 million.

Funding approved: Yes

By: aholland

Date: 01/08/2020

FOR ACTION: Beaufort County Public Facilities Committee January 21, 2020.

#### **RECOMMENDATION:**

On November 20, 2019, Beaufort County Transportation Committee approved funding and recommend contract award to Preferred Materials, Inc. Additionally, staff recommends award to Preferred Materials, Inc.

No file attached		
Approve	d: Yes Date:	01/08/2020
	ate:	
Approve	d: Yes Date:	01/08/2020
struction, Engineerii Approve	d: Yes Date:	01/08/2020
Override D	ate:	ready for admin:
	Approve Override Da ator, Finance Approve truction, Engineerii Approve	Approved: Yes Date:  Override Date:  ator, Finance Approved: Yes Date:

After Initial Submission, Use the Save and Close Buttons

		Year 3 Recommenda	ations			
n ROAD NAME	Appro:		TREATMENT TYPE	=	ENGINEERS ESTIMATE	
Malphrus	1 07	Fording Island to Foreman Hill	Ashpail Rejuvenator	S	22,560	!
Arrow	0.06	Hwy 278 to New Orleans	Ashpalt Rejuvenator	S	2,125	ļ
Sterfish	0 15	Folly Field to Sand Dollar	Ashpalt Rejuvenator	S	2,149	-
Beach City	0.65	Wm Hilton to traffic circle	Ashpalt Rejuvenator	\$	20,760	ļ
Leg O Mutton New Orleans	070	Marshland to Indigo Run Traffic Circle	Ashpall Rejuvenator	\$	17.606	
Bluffton Parkway	0 75	Wm Hilton Pkwy to Pope Ave	Ashpalt Rejuvenator	\$	13,200	
McCracken Circle	1 00	Okatie Hwy to Buckwalter Parkway Buckwalter Pkwy to Buckwalter Pkwy	Ashpalt Rejuvenator Ashpalt Rejuvenator	5	89,815	
	6.84	TOTAL RECLAN		\$	19,200	\$1.20/
Bluffton Parkway	1 45		_	+-		
	4.5	Simmonsville to Buckingham Plantation		5	692,208	
Red Cedar St	0.16	Bluffton Pkwy to Hornbeam St	Micro Surfacing	\$	19,484	
Buckingham Plantation Dr	0 25	Fording Island to Bluffton Pkwy	Micro Surfacing	\$	38,456	
Sheridan Park Circle	0.59	Fording Island to Fording Island	Micro Surfacing	S	75,630	
	5.50	TOTAL MICRO SURI FDP Allowand		\$	825,779 226,862	\$5.46/5
All the state of t			1	\$	1,052,641	
Rivers End	0.36	Okatie Hwy to Terminus	HMA Overlay	\$	110,753	
Bluff Rd	0.12	Sam's Point to Planters Circle	HMA Overlay	\$	36,918	
Longstaple Court	0.06	Planter's Circle to Terminus	HMA Overlay	\$	31,944	
Cotton Court	0.03	Planter's Circle to Terminus	HMA Overlay	\$	17,569	
Parkside Dr	1.24	Buckwalter Pkwy to Terminus	HMA Overlay	s	413,274	
Persimmon St	0.73	Sheridan Park Circle to Hombeam St	HMA Overlay	\$	280,729	
Oakview Rd	0.56	Spanish Wells Rd to Spanish Wells Rd	HMA Overlay	\$	186,640	
	3.10	TOTAL HMA Over		\$ \$	1,077,827 73,488	\$22.00/5
***************************************				\$	1,151,316	STANDARD OF THE STANDARD
Lake Point Dr		Bluffton Pkwy to Terminus	Thin Lift Overlay	\$	177,606	
Southwood Park Dr	0 29	Wm Hilton Pkwy to Terminus	Thin Lift Overlay	5	76,305	
1	1.10	TOTAL PMTLS		\$	263,911	\$15.00/SY
		FDP Allowance		\$	25,391	
				\$	279,302	- Company of the Comp
	16.54	GRAND TOTAL	 	\$	2,670,674	
	PO	TENTIAL ADDITIONAL	WORK			
		The second of th				
Dolphin Point	1 50 18	slands Causway to Terminus	HMA Overlay	5	365,332	
Fiddlers Pond		olphin Point to Dolphin Point		\$	27,302	
Cordgrass Loop		olphin Point to Dolphin Point		S	39,699	
Indigo Loop	0.23 D	olphin Point to Dolphin Point		\$	55,482	
	2.00	Total Alternate FDP Allowance		\$	487,816	
				\$	33,260	
		TOT ANOWERE		•		
		T Dr Allohalle		\$	521,076	

Bidder:	Beaufort Co	Preferred Materials ounty Roads Resurfacing - Year 3	Date:10.24.2019			dum 1,2 &3		
				Preferi	Preferred Materials			
em ROAD NAME	Approx	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT	COST		
Malphrus	1.07	Fording Island to Foreman Hill	Ashpalt Rejuvenator	19,300	SY	•		
Arrow	0.06	Wm. Hilton Pkwy to New Orleans	Asphalt Rejuvenator	1,900	SY	\$72,375.0		
Starfish	0.15	Folly Field to Sand Dollar	Asphalt Rejuvenator	1,900	SY	\$3,800.0		
Beach City	0.65	Wm Hilton to traffic circle (including circle) Marshland to Indigo Run Traffic Circle	Asphalt Rejuvenator	18,600	SY	\$37,200.00		
Leg O Mutton	0.70	(excluding circle)	Asphalt Rejuvenator	14,500	SY	\$29,000.00		
New Orleans	0.75	Wm Hilton Pkwy to Pope Ave	Asphalt Rejuvenator	13,600	SY	\$27,200.00		
Bluffton Parkway  McCracken Circle	2.46	Okatie Hwy to Buckwalter Parkway	Asphalt Rejuvenator	72,000	SY	\$144,000.00		
Micoracken Circle	1.00	Buckwalter Pkwy to Buckwalter Pkwy	Asphalt Rejuvenator	18,000	SY	\$36,000.00		
	6.84		TOTAL ASPHALT REJUVENATOR			\$353,375.00		
Bluffton Parkway	4.5	Simmonsville to Buckingham Plantation	Micro Surfacing	156,000	SY			
Red Cedar St	0.61	Bluffton Pkwy to Ninth Ave	Micro Surfacing	9,500	SY	\$1,131,000.00 \$52,250.00		
Buckingham Plantation Dr.	0.25	Fording Island to Bluffton Pkwy	Micro Surfacing	5,800	SY	\$33,060.00		
Sheridan Park Circle	0.59	Fording Island to Fording Island	Micro Surfacing	8,300	SY	The second secon		
Oakview Rd	0.56	Spanish Wells Rd to Spanish Wells Rd	Micro Surfacing	9,000	SY	\$58,930.00 \$47,700.00		
The state of the s	-			The same of the sa		477,700.00		
			Total Area of resurfacing (SY)	188,600		NA		
			6" FDP Allowance 5% of Total Area Above	9,430	SY	\$282,900.00		
	6.51	TOTAL	IICRO SURFACING (Total Includes FDP Allowance)			\$1,605,840.00		

Rivers End	0.36	Okatie Hwy to Terminus	165 LB/SY surface D overlay (no mill, FDP as reg'd)			
Bluff Rd	0.12	Sam's Point to Planters Circle	165 LB/SY surface D overlay (no mill, FDP as req'd)		LS	\$136,200.0
Bluff Rd - Planters Circle	NA	Intersection only	Mill 1", add 18" shoulder at radius, overlay 135 LB/SY surface D		LS_ LS	\$27,400.0
Parkside Dr Persimmon St Longstaple Court Cotton Court	1.24 0.51 0.06 0.03	Buckwalter Pkwy to Terminus Sheridan Park Circle to Bluffton Pkwy Planters Circle to terminus Planters Circle to terminus	125#/SY surface D overlay (no mill, FDP as req'd) 125#/SY surface D overlay (no mill, FDP as req'd) Leveling and 135 LB/SY surface D Leveling and 135 LB/SY surface D	1 1 1	LS LS LS	\$7,700.0 \$164,700.0 \$86,100.0 \$19,800.0 \$14,000.0
	1		Total HMA (tons)	2,560		NA
and were respectively to the last last the comment of the comment of the		Maria Sala Sala Sala Sala Sala Sala Sala Sa	Total Area of resurfacing (SY)	37,000		NA
and the second s		TO THE SERVICE CONTRACTOR CONTRAC	6" FDP Allowance 5% of SY Total	1,850	SY	\$55,500.0
	2.32		TOTAL HMA Overlay ( Total Includes FDP Allowance)			\$511,400.00
Lake Point Dr	0.81	Buckwalter Pkwy to Terminus	Thin Lift Overlay - 80 LR/SY surface F			
Control of the contro	0.81	Buckwalter Pkwy to Terminus Wm Hilton Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E Thin Lift Overlay - 80 LB/SY surface E	1	LS LS	\$136,200.00 \$48,000.00
Control of the contro	1		Thin Lift Overlay - 80 LB/SY surface E  Total HMA (tons)	1 1 664		
The second secon	1		Thin Lift Overlay - 80 LB/SY surface E  Total HMA (tons)  Total Area of resurfacing (SY)	1 1 664 16,600		\$48,000.00
Control of the Contro	1		Thin Lift Overlay - 80 LB/SY surface E  Total HMA (tons)			\$48,000.00 NA
Lake Point Dr Southwood Park Dr	1		Thin Lift Overlay - 80 LB/SY surface E  Total HMA (tons)  Total Area of resurfacing (SY)	16,600	LS	\$48,000.0 NA NA

	Dolphin Point Fiddlers Pond	1.50	Islands Causeway to Terminus	135 LB/SY surface D overlay	1	LS	\$266,000.
	Cordgrass Loop		Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS	\$16,900.0
	Indigo Loop	0.16	Dolphin Point to Dolphin Point Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS	\$23,400.0
	margo 200p	0.23	Doprim Form to Dolphin Point	135 LB/SY surface D overlay	1	LS	\$33,500.0
				Total HMA (tons)	1,770		
				Total Area of resurfacing (SY)	26,200		NA NA
-				6" FDP Allowance 5% of SY Total	1,310	SY	\$39,300.0
		2.00		TOTAL ALTERNATE (Includes FDP Allowance)			\$379,100.00
	Bluffton Parkway		Crosswalks	8" White Crosswalk	5.700	1.5	
-	Bluffton Parkway		Stop Bars	24" White Stop Bar	900	LF	\$15,105.00
					900	LF	\$7,200.00
	1			Total Alternate (Pavement Markings)			\$22,305.00
	UNIT PRICES						
			Leveling - SCDOT Surface D or E	\$95.00	Per Ton		
			6" FDP - SCDOT Intermediate C		Per SY		\$

STATE OF SOUTH CAROLINA	)	CONTRACT
	)	No. IFB 102419E
COUNTY OF BEAUFORT	)	Beaufort County Road Resurfacing Year 3 Projects

THIS CONTRACT (hereinafter the "Contract") entered into this 31 day of December, 2019 between the COUNTY OF BEAUFORT, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and Preferred Materials, Inc. (hereinafter the "Contractor"). ("Party" as to each; collectively the "Parties").

#### WITNESSETH:

WHEREAS, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete enhancement work to the Beaufort County Roads Resurfacing Year 3 Projects. (the "Work") Phase 1 as detailed in the Contract Documents (defined below); and

WHEREAS, the County solicited proposals pursuant to RFP No. 102419E for the aforesaid Work that is needed; and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor; and

WHEREAS, the Contractor desires to provide the aforesaid services pursuant to the terms and conditions contained below;

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

### SECTION ONE Definitions

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One.

"Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.

"Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are marked as follows:

IFB 102419E

Exhibit A: Preferred Materials, Inc. Schedule of Prices dated 10.24.19

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- As between the Contract and the Contract Documents and any other document to include, but not limited to, the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

Certain publications shall also govern the Work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

"Contract Price" means the price listed in the Contract for the Work to be received in return.

"Contractor" has the meaning assigned above to that term, and includes that company's agents, employees, and representatives.

"Contract Quantities" means the estimated quantities listed on the bid form.

"County" means County of Beaufort, a public body politic and corporate and political subdivision of the State of South Carolina.

"Engineer" means the Project Engineer for the County, acting directly or through its duly designated representative, such representative acting within the scope of particular duties assigned to it or of the authority given it. For purposes of this Contract and the Work to be performed under it, the duly designated representative of the Engineer shall be the Project Manager (as defined below).

"Final Payment" means the last payment from the County to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

"Notice to Proceed" means the written notice to be given by the County to the Contractor to commence Work under this Contract.

"Purchasing Director" means the Purchasing Director for Beaufort County.

"Project" means the "Work" and is used interchangeably with that term.

"Project Manager" shall be the field representative designated by the County to serve as project manager for the Work.

"Project Site" means the site or sites where the Work is performed. This term is used interchangeably with "Work Site."

"Work" means the work specified and described in the exhibits under "Contract Documents" to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

"Work Site" means the "Project Site" and is used interchangeably with that term.

#### SECTION TWO Term

The Contractor shall complete all work (including shoulder fill, thermoplastic pavement markings and RPMs) by June 30, 2020 after issuance of a Notice to Proceed no later than February 15, 2020. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed.

### SECTION THREE Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional and timely manner.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

# SECTION FOUR Contract Price: Payment Terms

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract for the total, all-inclusive lump sum price of <u>Two Million Six Hundred Seventy Eight Thousand Five Hundred Twenty Dollars (\$2,678,520)</u>.
  - 1. Does include Dolphin Point Alternate
  - 2. Does include Bluffton Parkway Additional Pavement Markings
  - 3. Does NOT include Full Depth Patch (FDP) allowances

The amount as specified may be increased or decreased by the County through the issuance of a change order or amendment. Any prices specified in Contractor's Bid or any such change order or Amendment will remain firm for the term of this Contract and any Amendment thereto.

B. The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

The Contractor shall submit invoices in the format that will be provided by the County at the preconstruction meeting. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month. All partial payments will be based upon the Contractor's invoices, approved by the Project Manager, for the Work performed and materials

completely in place in accordance with the Contract and to the satisfaction of the Project Manager. Ten (10%) percent or Fifty-Thousand (\$50,000) Dollars whichever is less, shall be retained by the County and the remainder shall be paid to the Contractor. Retainage shall not be released until after the completion of all the Work to the satisfaction of the County.

- C. Invoices will be submitted to the Project Manager Andrea Atherton, Beaufort County Engineering Department. 2266 Boundary Street, Beaufort, S.C. 29906. Invoices will contain a reference to IFB No. 102419E, and shall include: the Period of time covered by the invoice; a Summary of work performed for the billing period; Purchase order and Contract Number; and Contractor's Tax Identification Number.
- D. If Applicable, with regard to items (which term includes, without limitation, any and all materials) in the Contract Price, the County reserves the right to increase the Contract Quantities by an amount not to exceed in value twenty (20%) percent of the total Contract Price or decrease the Contract Quantities by an amount not to exceed in value twenty (20%) percent of the total Contract Price. Payment will be made based on the unit prices submitted by the Contractor and incorporated by reference in this Contract.

No claim shall be made by the Contractor for any loss of anticipated profits or unabsorbed overhead because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.

- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.
- F. When the County requires substantiating information, the Contractor shall submit data justifying dollar amounts in question.
- G. Schedule of Values: Per Exhibit A Schedule of Prices dated 10.24.19

### SECTION FIVE Time

The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which the Contractor may be granted an extension of time. If, in the reasonable opinion of the County, the Contractor is not complying with the progress schedule or will not meet the completion date, the County may require the Contractor to provide additional

manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regard to rain delays, shall be made in writing to the County, not more than five (5) calendar days from the beginning of the delay. The notice shall indicate the cause of the delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice to the County every week that the delay continues. Within five (5) calendar days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

Weather delays are generally referred to as "rain days," and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion. An average number of rain days are included in the completion date determination. This was determined by the following method:

Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sen	Oct	Nov	Dog
10	7	6	6	9	14	14	17	111	0	140 V	Dec

Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County's Representative within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section 18, the Contractor shall make a claim for time extension due to rain delays within five (5) calendar days of issuance of the NOAA monthly report.

#### SECTION SIX Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as required below. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's IFB 102419E

#### **INSURANCE REQUIREMENTS:**

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

- 1. Workers' Compensation Insurance Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- 2. 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.

- 3. 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.
- 4. 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.
- 5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
- 6. 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.

### SECTION SEVEN Payment and Performance Security

The Contractor shall provide and maintain payment and performance bonds in the amount of 100% of total job amount, inclusive of change orders.

### SECTION EIGHT Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing this Contract, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended), and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-

contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8. Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

### SECTION NINE Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

# SECTION TEN Material and Workmanship: Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though Contractor had performed the Work itself.

- A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the applicable SCDOT Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Project.

- C. The Purchasing Director may, in writing, require the Contractor to remove from the Worksite any employee the Project Manager deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

### SECTION ELEVEN Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

### SECTION TWELVE State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the total South Carolina and local sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontract and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

#### SECTION THIRTEEN Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

# SECTION FOURTEEN Inspection and Acceptance, No-Claim Affidavits

- A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County shall be construed as constituting or implying acceptance of Work. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work. The Contractor shall conduct and pay for all tests required in the Scope of Work.
- B. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- C. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.
- D. Final acceptance of the completed project will be upon final payment to the Contractor. Upon final acceptance, the workmanship and material warranty period will begin.

## SECTION FIFTEEN Cleanup Work

- A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by the Contractor's operations in a neat and satisfactory condition.
- E. The Contractor will restore or replace, when and as directed, any public or private property damage by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

### SECTION SIXTEEN Conditions Affecting the Work

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.
- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

### SECTION SEVENTEEN Safety of Persons and Property

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - (i) Employees on the Work Site and other persons who may be affected thereby; and
  - (ii) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
  - (iii) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.

- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (whether such damage or loss is insured under property insurance required by the Contract Documents or not) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

# SECTION EIGHTEEN Change Orders

One or more changes to the Work within the general scope of this Contract may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change order.
- B. If applicable, any change in the Contract Price resulting from a Change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a Change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change order, waives and forever releases any claim against the County for additional time or

- compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change order.
- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change order and the surety shall be conclusively deemed to have been notified of such Change order and to have expressly consented thereto.

### SECTION NINETEEN Claims and Disputes

- A. <u>Definition</u>. A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to the Contractor's entitlement to any increased compensation from any claim.
- B. <u>Time Limits on Claims</u>. Claims by either Party must be made within ten (10) business days after occurrence of the event giving rise to such Claim or within ten (10) business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. <u>Continuing Contract Performance</u>. Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- D. <u>Waiver of Claims: Final Payment.</u> The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:
  - 1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
  - 2. Failure of the Work to comply with the requirements of the Contract Documents; or
  - 3. Terms of special warranties required by the Contract Documents.
- E. <u>Claims for Additional Costs</u>. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 17(1). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedures established herein.

- F. <u>Claims for Additional Time</u>. See Section Five herein.
- G. Injury or Damage to Person or Property. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding Ten (10) Business Days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

## SECTION TWENTY <u>Damages for Delay</u>

The Contractor agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Contractor or its sureties shall be liable to the County in the amount specified below for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

Liquidated Damages for Each Day of Overrun in Contract Time per IFB 102419E shall be \$2,000 per calendar day.

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the Contractor expressly agrees to the terms thereof.

#### SECTION TWENTY-ONE Suspension of Work

The Purchasing Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Director may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

### SECTION TWENTY-TWO Modification of Contract

The County's Purchasing Director has the unilateral right to modify this Contract, within the general scope of the Work or the Project, when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

#### SECTION TWENTY-THREE Termination

#### A. For Convenience

The Purchasing Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

#### B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

### B. Termination for Non-Appropriation of Funds

The Purchasing Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

#### C. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

# SECTION TWENTY-FOUR Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury. loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the

County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

#### SECTION TWENTY-FIVE Gratuities and Kickbacks

<u>Gratuities</u>. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former 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, preparation or 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 of a contract or subcontract, or to any solicitation or proposal therefore.

<u>Kickbacks</u>. 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 to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

# SECTION TWENTY-SIX <u>Labor: Subcontractors: Employment Consideration</u>

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job, and the Contractor is responsible for making himself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-SEVEN
Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County.

#### SECTION TWENTY-EIGHT Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

#### SECTION TWENTY-NINE Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

#### SECTION THIRTY Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

#### SECTION THIRTY-ONE

#### Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

#### SECTION THIRTY-TWO County's Designated Representative(s)

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:

Andrea Atherton, Beaufort County Engineering Department (843.255.2693)
David Thomas, Director (843.255.2304)
Beaufort County Purchasing Department
P.O. Drawer 1228
Beaufort, South Carolina 29901

# SECTION THIRTY-THREE Notices

Whenever any provision of this contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:

David Thomas, Director Beaufort County Purchasing Department P.O. Drawer 1228 Beaufort, South Carolina 29901 843-255-2304

If to the Contractor:

Preferred Materials, Inc. 47 Telfair Place Savannah, GA 31415

#### SECTION THIRTY-FOUR

#### Non-Waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

# SECTION THIRTY-FIVE Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Contract under their several seals the day and year first written above.

CONTRACTOR:	BEAUFORT COUNTY, SOUTH CAROLINA:
Name: Robert Royal Title: President; Preferred Materials, Inc.	Ashley Jacobs County Administrator
Attest:	Attest:
	1) 1)
	2) 2)
	At Beaufort, SC

END

### CONTRACT EXHIBIT A Page 1 of 3

Bidder:	eaufort Co	Preferred Materials unty Roads Resurfacing - Year 3	Date:10.24.2019			ndum 1,2 &3	
District and the second				Preferred Materials			
ROAD NAME	Approx	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT	COST	
Malphrus	1.07	Fording Island to Foreman Hill	Ashpalt Rejuvenator	19,300	CV		
Arrow	0.06	Wm. Hilton Pkwy to New Orleans	Asphalt Rejuvenator		SY	\$72,375.0	
Starfish	0.15	Folly Field to Sand Dollar	Asphalt Rejuvenator	1,900	SY	\$3,800.0	
Beach City	0.65	Wm Hilton to traffic circle (including circle)		18,600	SY	\$3,800.0 \$37,200.0	
Leg O Mutton New Orleans	0.70	Marshland to Indigo Run Traffic Circle (excluding circle)	Asphalt Rejuvenator	14,500	SY	\$29,000.0	
Bluffton Parkway		Wm Hilton Pkwy to Pope Ave	Asphalt Rejuvenator	13,600	SY	\$27,200.0	
McCracken Circle	1		Asphalt Rejuvenator	72,000	SY	\$144,000.0	
INCOTACKET CITCLE	1.00	Buckwalter Pkwy to Buckwalter Pkwy	Asphalt Rejuvenator	18,000	SY	\$36,000.0	
Pluffton Docture	6.84	The state of the s	TOTAL ASPHALT REJUVENATOR			\$353,375.00	
Bluffton Parkway		Simmonsville to Buckingham Plantation	Micro Surfacing	156,000	SY	\$1,131,000.0	
Red Cedar St		Bluffton Pkwy to Ninth Ave	Micro Surfacing	9,500	SY	\$52,250.0	
Buckingham Plantation Dr.	0.25	Fording Island to Bluffton Pkwy	Micro Surfacing	5,800	SY	\$33,060.0	
Sheridan Park Circle			Micro Surfacing	8,300	SY		
Oakview Rd	0.56	Spanish Wells Rd to Spanish Wells Rd	Micro Surfacing	9,000	SY	\$58,930.0 \$47,700.0	
			Total Area of resurfacing (SY)	188,600		NA	
	Owner al	lowance - Not in Contract Amount	6" FDP Allowance 5% of Total Area Above	9,430	SY	\$282,900.0	
	6.51	TOTAL M	IICRO SURFACING ( Total Includes FDP Allowance)			\$1,605,840.00	

CONTRACT EXHIBIT A Page 2 of 3

	16.77 GRAND TOTA	L (Includes All Allowances)			\$2,679,715.0
	Owner allowance - Not in Contract Amount  1.10	TOTAL PMTLS		31	\$24,900 <b>\$209,100.00</b>
		Total Area of resurfacing (SY) 6" FDP Allowance 5% of Total	16,600 830	SY	NA
	i	Total Area of section (1997)	664		NA
					\$48,000
Section 1 alk DI	0.29 Wm Hilton Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	1	LS LS	\$136,200
ake Point Dr Southwood Park Dr	0.81 Buckwalter Pkwy to Terminus	Thin Lift Overlay - 80 LB/SY surface E	A		
	2.32	TOTAL HMA Overlay ( Total Includes FDP Allowance)		their majoritation photographic and a	\$511,400.00
	The state of the s	6" FDP Allowance 5% of SY Total	1,850	SY	\$55,50
Account of the second s	Owner allowance - Not in Contract Amount	Total Area of resurfacing (SY)	37,000	-	NA NA
		Total HMA (tons)	2,560		Ala
		- Sange B	1	LS	\$14.00
Cotton Court	0.03 Planters Circle to terminus	Leveling and 135 LB/SY surface D Leveling and 135 LB/SY surface D	1	LS	\$19.80
Longstaple Court	<ul><li>0.51 Sheridan Park Circle to Bluffton Pkwy</li><li>0.06 Planters Circle to terminus</li></ul>	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$164,70
Persimmon St	1.24 Buckwalter Pkwy to Terminus  0.51 Sheridan Park Circle to Pluffer Div	125#/SY surface D overlay (no mill, FDP as req'd)	1	LS	\$7,70
Parkside Dr	NA Intersection only	Mill 1", add 18" shoulder at radius, overlay 135 LB/SY surface D		LS LS	\$27,4
Bluff Rd - Planters Circle	0.12 Sam's Point to Planters Circle	165 LB/SY surface D overlay (no mill EDP as regid)	1	LS	\$136,2
Rivers End Bluff Rd	0.36 Okatie Hwy to Terminus	165 LB/SY surface D overlay (no mill, FDP as req'd)	-		

### CONTRACT EXHIBIT A Page 3 of 3

### Schedule of Prices

	Alternate Bid					
#1	Dolphin Point Fiddlers Pond	1.50 Islands Causeway to Terminus	135 LB/SY surface D overlay	1	LS	\$266,000.0
		0.11 Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS	
	Cordgrass Loop	0.16 Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS	\$16,900.0
	Indigo Loop	0.23 Dolphin Point to Dolphin Point	135 LB/SY surface D overlay	1	LS	\$23,400.0 \$33,500.0
			Total HMA (tons)	1,770		NA
			Total Area of resurfacing (SY)	26,200		
		Owner allowance - not in Contract Amount	6" FDP Allowance 5% of SY Total	1,310	SY	NA \$39,300.00
		2.00	TOTAL ALTERNATE (Includes FDP Allowance)			
						\$379,100.00
¥2	Bluffton Parkway			1		
¥2	Bluffton Parkway Bluffton Parkway		8" White Crosswalk 24" White Stop Bar	5,700	LF	\$15,105.00
#2	The state of the s		8" White Crosswalk 24" White Stop Bar	1	LF LF	\$15,105.00
#2	The state of the s		8" White Crosswalk	5,700		
#2	The state of the s		8" White Crosswalk 24" White Stop Bar	5,700		\$15,105.00 \$7,200.00
#2	Bluffton Parkway		8" White Crosswalk 24" White Stop Bar  Total Alternate (Pavement Markings)	5,700		\$15,105.00 \$7,200.00



#### **BEAUFORT COUNTY COUNCIL**

#### **Agenda Item Summary**

em Title:	
quest Authorization for the County Administrator to negotiate a contract for IFB #082119, Security Upgrade for the Beaufort County Detention Center	
ouncil Committee:	
olic Facilities Committee	
feeting Date:	
uary 21, 2020	
ommittee Presenter (Name and Title):	
e Thomas, CPPO, Purchasing Director	
sues for Consideration:	
aufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a security upgradich includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security stem and replacing the system with all new equipment, which includes a new equipment room, a new door control stem, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, anitors and cameras. A two (2) year Guarantee for Maintenance and Service is provided in Alternate 3.	

#### Points to Consider:

We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendor's attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the following three firms:1. Cornerstone Detention Products, Inc., \$1,203,232.00, 2. Stanley Convergent Security Solutions, Inc.,\$1,241,740.00 3. South Western Communications, Inc.,\$1,891,141.00.

County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates and determined that Comerstone Detention Products, Inc., was the lowest responsive and responsible bidder for the base bid and all of the alternates. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

#### Funding & Liability Factors:

Account #40100011-54115 Security Upgrades-Detention Center, available \$913,280. The rest of the project cost will be covered by a Go Bond to pay the remaining \$588,808.50.

#### **Council Options:**

Approve or reject the bid award.

#### Recommendation:

The Purchasing Department recommends that the Public Facilities Committee approve and recommends to County Council to approve the authorization for the County Administer to negotiate contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for a total cost of \$1,365,535, plus a 10% contingency of \$136,553.50. Total cost of contract \$1,502,088.50.



#### COUNTY COUNCIL OF BEAUFORT COUNTY

#### **PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director dthomas@bcgov.net 843.255.2353

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation

Request Authorization for the County Administrator to Negotiate a Contract for a Detention Center Security Upgrade

DATE: 01/21/2020

#### **BACKGROUND:**

Beaufort County issued an Invitation for Bid (IFB) #082119 to solicit proposals from qualified firms to provide a security upgrade to the Beaufort County Detention Center, which includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security system and replacing the system with all new equipment, which includes a new equipment room, a new door control system, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, monitors and cameras. A two (2) year guarantee for maintenance and service is provided in Alternate 3. We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendors attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the three firms listed below.

\*County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates, and determined that Cornerstone Detention Products, Inc. was the lowest responsive and responsible bidder for the base bid and all of the alternates. See the attached bid from Cornerstone Detention Products, Inc. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

VENDOR INFORMATION:	COST:
1. Cornerstone Detention Products, Inc.	\$1,203,232*
2. Stanley Convergent Security Solutions, Inc.	\$1,241,740
3. South Western Communications, Inc.	\$1,891,141

#### **FUNDING:**

GL Account 40100011-54115, 2017 GO Bonds, Security Upgrades-Detention Center, current available balance is \$913,280. Ordinance 2019/40 approved September 9, 2019, appropriated \$11.775 million of General Obligation Bonds. These GO Bonds that will be sold and closed in 2020 include \$1 million for Detention Center Security Upgrades. The \$1 million within the 2020 GO Bonds will be the funding source for the balance of \$588,808.50 (\$1,502,088.50 less \$913,280 of 2017 GO Bonds).

Funding approved: Yes

By: aholland

Date: 01/13/2020

FOR ACTION: Public Facilities Committee on January 21, 2020.

#### RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommends to County Council to approve the authorization for the County Administer to negotiate contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for a total cost of \$1,365,535, plus a 10% contingency of \$136,553.50.

Attachment:

BC Detention Ctr.pdf

NEW Agenda Item SummarySecurityupgrade012120.pdf

cc: Ashley Jacobs, County Administrator

Check to override approval: Overridden by: Imaietta

Alicia Holland, Assistant County Administrator, Finance

Phil Foot, Assistant County Administrator, Public Safety

Check to override approval: Overridden by: Mark Roseneau, Director, Facility Management Department

Check to override approval: Overridden by:

Approved: Select...

Override Date: 01/15/2020

Approved: Yes

Date: 01/13/2020 Date: 01/13/2020

Date:

Approved: Yes Override Date:

ready for admin:

Approved: Yes

Date: 01/14/2020

Override Date:

ready for admin:

After Initial Submission, Use the Save and Close Buttons



### COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2-Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

TO: Councilman Brian E. Flewelling, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: Request Authorization for the County Administrator to negotiate a contract for IFB #082119,

Security Upgrade for the Beaufort County Detention Center

DATE: January 21, 2020

**BACKGROUND**: Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide a security upgrade, which includes equipment, installation, and warranty. The project includes the removal of the existing 2002 security system and replacing the system with all new equipment, which includes a new equipment room, a new door control system, a digital audio system for communication/paging/new cell intercoms, software, touchscreen control system, monitors and cameras. A two (2) year Guarantee for Maintenance and Service is provided in Alternate 3. We conducted a mandatory pre-bid meeting on July 24, 2019. Three (3) vendor's attended the meeting and three bids were received and opened on August 21, 2019. The County received bids from the following three firms:

BI	DDERS:	Bid Total Cost
1.	Cornerstone Detention Products, Inc.	\$1,203,232.00*
2.	Stanley Convergent Security Solutions, Inc.,	\$1,241,740.00
3.	South Western Communications, Inc.,	\$1,891,141.00

\*County staff evaluated the bids, along with our consultant-engineering firm, Buford Goff & Associates and determined that Cornerstone Detention Products, Inc., was the lowest responsive and responsible bidder for the base bid and all of the alternates. See the attached bid from Cornerstone Detention Products, Inc. Total cost with Alternates 1-3 is \$1,365,535. The contractor will have 300 days to complete the job from the date of the notice to proceed. Buford Goff & Associates will be providing project management services for \$32,230.

**<u>FUNDING:</u>** Account #40100011-54115 Security Upgrades-Detention Center, available \$913,280. The rest of the project cost will be covered by a Go Bond to pay the remaining \$588,808.50.

**FOR ACTION:** Public Facilities Committee on January 21, 2020.

**RECOMMENDATION:** The Purchasing Department recommends that the Public Facilities Committee approve and recommends to County Council to approve the authorization for the County Administer to negotiate a contract award for the Detention Center's Security Upgrade from the aforementioned lowest responsive/responsible bidder for their bid price of \$1,365,535, plus a 10% contingency of \$136,553.50, for a total project contract cost of \$1,502,088.50.

cc: Ashley Jacobs, County Administrator Christopher Inglese, Deputy County Administrator Alicia Holland, Asst. Co. Administrator, Finance Phil Foot, Director Public Safety Mark Roseneau, Director Facilities Management

Attachment: Bid Tab, Consultants Recommendation letter, Cornerstone Detention Products Bid

#### PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	<b>BCDC Security Upgrade</b>		
Project Number:	IFB 082119		
Project Budget:			
Bid Opening Date:	8/21/2019		
Time:	3:00		
Location:	BIV #2 Conference Room		
Bid Administrator:	Dave Thomas		
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	Grand Total Price
Cornerstone Detention Products, Inc.	V	1	V	1	Tra	<b>BNA</b>	\$ 1,203,232.0
South Western Communications, Inc.	V	1		V	914	NA	\$ 1,891,141.0
Stanley Convergent Security Solutions, Inc.	/				M	J/VM	\$ 1,241,740.00

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

September 6, 2019

David L. Thomas, CPPB, CPPO Purchasing Director, Beaufort County P.O. Drawer 1228 Beaufort, SC 29901-1228

Re: Replacement/Retrofit of Security Systems at Beaufort County Detention Center IFB 081419 Bid Evaluation and Recommendation

Dear Mr. Thomas:

We reviewed the results from the August 21, 2019, bid opening for the referenced project. Bids were received from three bidders:

1.	Cornerstone Detention Products, Inc.	\$1,203,232.00
2.	South Western Communications, Inc.	\$1,891,141.00
3.	Stanley Convergent Security Solutions, Inc.	\$1,241,740.00

The low responsive and responsible bid of \$1,203,232.00 was submitted by Cornerstone Detention products, Inc. It is our understanding that this bid exceeds the available funding for the project. If funding is not available to award the contract to the low responsible and responsive bidder, we recommend negotiating with the low bidder, Cornerstone Detention Products, Inc., to determine if there are any viable value engineering options to reduce the cost of the project.

If there are any questions, please contact me.

Sincerely,

BUFORD GOFF & ASSOCIATES, INC.

Randy L. Smith

Project Manager

File: 180393105

THIS IS NOT AN ORDER

Dates Advertised: July 2, 2019 SUBMITTED BY EACH BIDDER

\*VENDOR

**ORIGINAL** 

\*ONE VENDOR ORIGINAL TO BE ELECTRONICALLY SENT

\*VENDOR COPY

INVITATION FOR BID (IFB)

FORMAL SEALED BID (X) REQUEST FOR QUOTE ( )

Page 1 of 27 Pages

We require bids to be electronically submitted through our Vendor

Program. Please go to www.beaufortcountysc.gov and sign up to submit your bid.

> Purchasing Department Beaufort Industrial Village 106 Industrial Village Rd.,, Bldg. 2 Beaufort, SC 29906-4291

\*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON:

August 14, 2019

5% of Bid if over \$30,000.00.

LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID

Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope)

IFB # 082119

BID TITLE: Beaufort County Detention Center Security Upgrade

1. PREBID CONFERENCE: A mandatory pre-bid conference will be held on July 24, 2019 at 3:00 pm at the Finance Department Conference Room, located at Building #2, 106 Industrial Village Road, Beaufort, SC

This is a Mandatory meeting; All bidders must attend.

David L. Thomas, CPPO Purchasing Director	Mailing Date E-MAIL QUESTIONS TO: Dave Thomas – dthomas@bcgov.ne At least calendar 10 days before bid opening.
VENDOR NAME Cornerstone Detention Products, Inc.	REASON FOR NO BID
VENDOR MAILING ADDRESS 14000 Highway 20	Amend Number(s) Received: 4 (Four)
CITY-STATE-ZIP-CODE	S.C. TAX NO.
Madison, AL 35756	
Telephone Number (256) 560-4281	FEDERAL I.D. OR SOCIAL SECURITY NO.
Toll-Free Number ( ) Fax Number ( 256)355-7556	63-1196091
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.	AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE (TYPE/TITLE)  Charles M. Claborn/President
Bid Security is attached (if required) in the amount of: 5%	Chanes W. Clabothir resident

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within QQ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within 300 days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order. The Beaufort County School District or any other Beaufort County Department at their option, shall be eligible for use of any contract awarded pursuant to this solicitation.

### I M P O R T A N T IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE, SEE GENERAL PROVISIONS, PARAGRAPH #20, <u>DISCREPANCIES.</u>

\* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

**Scope of Services:** Beaufort County is requesting bids from qualified firms to provide the equipment and installation services for the Beaufort County Detention Security System Upgrade as out-lined in the following attached files located on our County website at <a href="https://www.beaufortCountySC.gov">www.beaufortCountySC.gov</a>.

- a. 100% BCDC Security Specifications
- b. BCDC 100% Security Drawings

You may find the bid documents by going to the Purchasing Department's page under the Government tool bar, click on Government, and then select the Purchasing Department, which will bring up the Purchasing Department's home page and you will find the bid opportunities section where the documents are located. You must be a member of Vendor Registry or register as a vendor in order to be able to download the documents. Instructions to register are on the Purchasing webpage and registration is free.

#### Minimum Contractor Requirements and Award Criteria:

- Contractor award will be based on lowest price with consideration for warranty and completion date from the contract award date.
- 2. Contractor must have a minimum of five (5) years experience with similar projects and scope of work. Additional Contractor qualifications and the requirements for the Contractor's Qualifications Proposal, which must be submitted at least 21 days prior to the bid, are delineated in Specification Section 285000-1.6.

#### **BID SCHEDULE**

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

#### A. Alternate Bids

 Alternate 1 - Additional IP video cameras. Cameras for this Alternate are identified on the drawings with an "(A)" following the camera number and are also noted in Table 285210-1 IP Video IP Schedule. Provide all equipment, licenses, recording storage and labor necessary to fully incorporate these cameras into the new IP Video System. See Section 285210 for descriptions of the cameras.

Alternate 1: Price \$64,065

2.	Alternate 2 – New cell intercoms. New Type B intercoms for this Alternate are shown on the Drawings in cells A110-A114, A119-A137, A209-A216, A224-A247, B112-B117, B141-B147, B213-B221, B244-B252. Provide all equipment and labor necessary to fully incorporate these intercoms into the new Digital Audio System. See Section 285270 for a description of the intercom stations.
	Alternate 2: Price: \$90,715
3.	Alternate 3 – Guarantee, Maintenance and Service. Provide one additional year of Guarantee, Maintenance and Service for a total of two (2) years. See Section 285060 for Guarantee, Maintenance and Service requirements.
	Alternate 3: Price: \$7,523
Unit	Pricing
1.	Replace an existing Type A style intercom station. Intercom faceplate size may vary to fit the existing backboxes. The existing intercom backbox and cable shall be reused. See Section 285270 for a description of the intercom station. Total Price:  \$169
2.	Replace an existing frame-mounted cell call button. The existing call button cable shall be reused. Total Price: \$127
3.	Replace an existing cell speaker station. Match speaker size to existing backbox. The existing speaker backbox and cable shall be reused.
	Total Price: \$162
4.	Provide a Type A IP camera with 250' CAT6 Plenum cable, licenses and programming. No additional recording storage shall be provided and existing POE ports shall be utilized on the video network switch. See Section 285210 for camera description.
	Total Price: \$1,866
5.	Replace a Personal Alarm Receiver (PAR). The existing PAR backbox and cable shall be reused. See Section 285602 for PAR description.
	Total Price: \$391
6.	Replace a Watchtour station. The existing backbox and cable shall be reused. See Section 285360 for the watchtour station description.
	Total Price: \$207
7.	Adjust an existing door status switch. Total Price: \$111

Grand Total Base Price: \$1,203,232

B.

Total Base Price Plus Alternate 1: \$1,267,297

Total Base Price Plus Alternate 2: \$1,293,947

Total Base Price Plus Alternate 3: \$1,210,755

Total Base Price Plus Alternates 1 and 2: \$1,358,012

Total Base Price Plus Alternates 1, 2, and 3: \$1,365,535

Provide the number of days to complete the work from the date of the notice to proceed: 300

BID SURETY <u>IS\_</u>REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

I, the undersigned, certify that this bid does	s not violate any Federal or State Antitrust Laws.
Bidders Federal Social Security Identificat	tion (E.I.) No 63-1196091
Cornerstone Detention Products, Inc.	
(Company Name)	
14000 AL Highway 20, Madison, AL 35756	
(Mailing Address)	
14000 AL Highway 20	
(Street Address)	
Madison, AL 35756	
(CITY/STATE/ZIP)	
BY Charles M. Claborn	TITLE President
(Please print) Shades M (In	
(Signature – Bids Must Be Signed)	
TELEPHONE256-355-4237	DATE 8/20/2019
FAX #: 256-355-7556	
FMAIL ADDRESS: Scopeland@cornerston	nedetention com

#### LOCAL VENDOR PREFERENCE - PARTICIPATION AFFIDAVIT

#### **SECTION 2.537.1**

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attacts that the criteria of the "DESIDENT VENDOR RREFERENCE CECTION

2.537.1" are met July 02, 2019	for the purposes of bid document <u>IFB #081419</u> , date	
Company Name: Corne	erstone Detention Products, Inc. Principal Name: Charles M. Claborn	
Company Address:	14000 AL Highway 20, Madison, AL 35756	_
Witness/Date:	umcgahan 8120/19	

#### Value Engineering Alternates

Following items are recommended as value engineering alternates:

<u>Description</u>	Advantage \$	*Price Difference
Remove Developer Software		Deduct
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<sup>\*</sup> Indicate if "add" or "deduct"

## <u>DEVIATIONS FROM TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS, AND ENCLOSED CONTRACT</u>

#### If you do not have any deviations, write "NONE."

		IFB #:082119	
PAGE#	ITEM#	DESCRIPTION	EXPLAIN DIFFERENCES BELOW
Section	285210	Video Cameras	Providing Bosch
Section	285210	VMS Software	Providing Bosch
-			
agree to isted abo	abide by all t	he terms, conditions, provisions, and spe	ecifications of this bid; except those as
		Cornerstone Detention	n Products, Inc.
		Company Mode M	1 Class
		Authorized Signature	
		08/19/2019	
		Date	

#### Equipment

List enclosures: Attach list of all Sub-contractors, showing license numbers and licensing authority as applicable.							
Earliest start da	Earliest start date: December , 2019. Completion date: October , 2020.						
List descriptio specifications	n/location of as listed her	all equipment that ein in the section l	you will furnish and in below:	nstall in accordance with the			
Description	Model #	Manufacturer	Applicable Rating	Location			
ALL PER SPECI	FICATIONS E	KCEPT AS OTHERW	ISE NOTED HEREIN				
	·						
4.00.0000000000000000000000000000000000							
	-						
			-				
		-	***				
	-						
Vendors may att	ached informa	ation and brochures	_				

#### REFERENCES

Each bidder shall furr contractors.	nish all information requested below.	Bids shall be reco	eived from qualified
Years in business:	21		

Please list at least five (5) customer references.

Company	Address	Contact	Phone Number
Kendall County Jail	Boerne, TX	Mike Kaiman	210-314-0497
Santa Cruz Co. Rehabilitation & Re-Entry	Santa Cruz, CA	Betsey Lynberg	831-454-2393
Yolo County Video Surveillance System	Woodland, CA	Terry Vernon	530-320-3049
East County Hall of Justice	Alameda, CA	Sean Carolean	408-452-1800
Jackson Co. Adult Detention Center	Pascaguola, MS	RichardCushman	228-769-5235



#### REQUIREMENT REMOVED PER AUGUST 13, 2019 EMAIL FROM MONICA SPELLS

# Program Provisions and Good Faith Outreach Effort Requirements for Small and Minority Business Participation

Beaufort County Detention Center Security Upgrade Services for Beaufort County IFB # 081419

FAILURE TO COMPLETE ALL GOOD FAITH OUTREACH EFFORT REQUIREMENTS MAY RESULT IN BID REJECTION. SPECIFIED DOCUMENTS WITHIN THESE PROGRAM PROVISIONS MUST BE RETURNED WITH THE BID PACKAGE. FALSIFICATION OF ANY REQUESTED DOCUMENTS WILL, BE CONSIDERED A BREACH OF PUBLIC TRUST.

Direct questions regarding these provisions in writing via email to compliance@bcgov.net or fax to 843.255.9802.

#### Important Actions and Notes for Bidders

- These program provisions affect bid responsiveness.
- These program provisions are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to be in compliance with these program provisions:
- 1. Good Faith Efforts Checklist form.
- 2. Non-Discrimination Statement form (Exhibit 1).
- 3. Proof of requesting Beaufort County's listing of local SMBs at least 5 business days in advance of the bid due date, by sending a request to <a href="mailto:bcvendors@bcvenov.net">bcvendors@bcvenov.net</a>.
- 4. Outreach Documentation Log (Exhibit 2) and Proposed Utilization Plan (Exhibit 3). **Note**: Both of these forms will be provided electronically when requesting Beaufort County's current listing of local SMBs per item #3 above.
- 5. Proof of sending written notice to SMBs notifying them of any bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
- 6. Proof of sending written notice to Good Faith Agencies listed herein, at least 5 business days in advance of the bid due date, requesting their assistance notifying their business contacts of bidding opportunities with your company for this project. Notices can be e-mailed and sent to all agencies with one email.

#### **Good Faith Agencies Distribution List**

Beaufort County Black Chamber of Commerce Post Office Box 754, Beaufort, SC 29901 Email: <a href="mailto:president@bcbcc.org">president@bcbcc.org</a>

Beaufort Regional Chamber of Commerce Post Office Box 910, Beaufort, SC 29901 Email: <u>Jason@BeaufortSC.org</u>

Greater Bluffton Chamber of Commerce 217 Goethe Road, Bluffton, SC 29910 Email: <a href="mailto:info@blufftonchamberofcommerce.org">info@blufftonchamberofcommerce.org</a>

Hilton Head Island-Bluffton Chamber of Commerce Post Office Box 5647 Email: RDeal@hiltonheadisland.org

#### Other Resources\*

SC Office of Small and Minority Business Assistance (QSMBA) 1205 Pendleton Street, Suite 453C Columbia, SC 29201 Telephone: 803.734.5010 www.osmba.sc.gov

SC Department Of Transportation
Business Development and Special Programs
Post Office Box 191
Columbia, SC 29202
Telephone: 803.737.2314
www.scdot.org

\* You do not need to send a notification to these agencies; however, they can assist you in identifying certified minority and disadvantaged businesses.

#### **Program Overview**

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210\*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders is called to contract provisions contained herein pertaining to Beaufort County's "Small and Minority Business Participation Program", as described in the Beaufort County Code of Ordinances, Section 2-537.2\*\*.

#### Pre-Award and Post-Award Requirements

Beaufort County requires all bidders for this project to fulfill specific good faith outreach efforts. The successful bidder (contractor) is required to fulfill any commitments made to the best of their ability in conjunction with pre-award good faith outreach efforts, unless good cause is demonstrated for any failure to fulfill such commitment. Beaufort County shall have the right to inspect the contractor's records related to the activity and expenditures to SMBs utilized on County projects, to include related contracts and purchase orders and payment records, such as cancelled check copies. Further, Beaufort County personnel are permitted access to County project sites with the purpose of confirming workers on the project. Beaufort County may require the contractor to provide monthly reports regarding its utilization and expenditures to small and minority businesses on Beaufort County projects.

#### **Definitions**

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. Socially disadvantaged means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women, and other minorities to be designated by the state or Beaufort County. Economically disadvantaged means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.

Small Business means a for-profit concern that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121\*\*\*, as amended.

<sup>\*</sup> South Carolina Code of Laws, Chapter 35 "South Carolina Consolidated Procurement Code", Article 21 "Assistance to Minority Businesses".

<sup>\*\*</sup> Beaufort County Code of Ordinances, Article 7 "Finance, Division 4 "Purchasing", Section 2-537.2 "Small and Minority-owned Business Program".

<sup>\*\*\*</sup> Code of Federal Regulations, Title 13 "Business Credit and Assistance", Chapter 1 "Small Business Administration", Part 121 "Small Business Size Standards".

#### **Self-Performance Affidavit**

If self-performing the entire project with your own workforce/staff on your payroll, complete and return this form with your bid package. If self-performing all work, you do not need to solicit SMBs.

I hereby certify my company's intent to self-	perform 100% of the work required for the referenced project:
Project Name:	
Project Number:	
By signing this affidavit, I further certify that r work on the project referenced above with n	by company has the capability to perform and will perform all elements of the company's employees.
I further agree to provide additional informatistatement.	ion or documentation requested by Beaufort County in support of the above
If a need to subcontract all or some of my comthree (3) business days via email at complian	pany's work on this project arises, I will notify Beaufort County in writing within ce@bcgov.net or fax at 843.255.9802.
Name of Company	
Owner or Authorized Representative Name	
Signature	
Title	
Date	
State of	County of
Subscribed and sworn to before me this	day of, 20
Notary Public	My Commission Expires

#### Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

Divide and/or combine scope of work packages into economically feasible units, if possible. Request a list of potential SMBs from Beaufort County at least 5 business days prior to the bid due date, by emailing a request to bckendors@bcgov.net. Send written notice to Good Raith Agencies and SMBs of your intent to bid the project and express an interest in receiving quotes from SMBs. Notices should be sent at least 5 business days prior to the bid due date and can be e-mailed or faxed. The notice should contain the following: Bidder's name and contact information Project name and number Scope of work/bid packages a vailable for subcontracting Information on availability of plans and specifications Bidder's insurance, bonding, and financial requirements  $\square$  Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope. ☐ Include copies of the written notice to Good Faith Agencies requesting their assistance notifying their local business contacts of bidding opportunities with your company  $f \partial_{\zeta}$  this project. The request should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. If emailed, the notice may be sent to all agencies with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope. ☐ Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. Exhibits 2 and 3 must be requested by sending an email to <a href="mailto-bcvendors@bcgov.net">bcvendors@bcgov.net</a> (see page \(\lambda\) item #4 of these provisions). The undersigned acknowledges making a good faith effort to comply with the above areas checked. Name of Company Owner or Authorized Representative Name Signature Title Date

### Exhibit 1 Non-Discrimination Statement

#### This form is due with the bid package.

The bidder certifies the following:

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

Cornerstone Detention Products, Inc.	
Name of Company	9 3300 01,000
Charles M. Claborn	
Owner or Authorized Representative Name	
Marles M Clabre	
Signature	
President	
Title	
08/19/2019	
Date	

in this Section.

- 30.4 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.
- 30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
  - 30.5.1 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.
  - 30.5.2 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.
- 31. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR (10) If you circled "YES", explain fully in a separate attachment.

#### **BID BOND**

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24<sup>th</sup> Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Surety, are held and firmly bound unto called the Obligee, in the sum of Fi.ve P U.S. Dollars (\$	recent of Amount Bi.d the payment of which we bind ourselves, and our
successors and assigns, jointly and sev	verally, as provided herein.
WHEREAS, Principal has submitted or for Beaufort County Detention Center Secu	is about to submit a bid to the Obligee on a contract rity Upgrade, IFB # 081419 ("Project").
principal enters into a contract with Oble provides such bond or bonds as may be this obligation shall be void; otherwise F between the amount of Principal's bid a	nis bond is that if Obligee accepts Principal's bid, and igee in conformance with the terms of the bid and expecified in the bidding or contract documents, then Principal and Surety will pay to Obligee the difference and the amount for which Obligee shall in good faith a perform the work covered by Principal's bid, but in not lity exceed the penal sum of this bond.
Signed this14th day of	August , 2019
	Cornerstone Detention Products, Inc. PRINCIPAL
	By: Marle M Clehr Charles M. Claborn , Title
	President
	ARGONAUT INSURANCE COMPANY
	By: Yen MLC.
	Jeffrey M. Wilson , Attorney-in-Fact

#### Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II. Robert R. Freel, Ronald B. Giadrosich, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

#### \$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

SEAL P

Argonaut Insurance Company

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of 1905 to 301



James Bluzard, Vice President-Surety



#### BEAUFORT COUNTY COUNCIL

#### **Agenda Item Summary**

Titin Titic.
Presentation of the Goldsmith Report regarding future use of the convenience centers
Council Committee:

### Meeting Date:

January 21, 2020

**Public Facilities** 

Itom Titlo

#### Committee Presenter (Name and Title):

David Wilhelm, ACA Public Works & Sustainability, Cindy Carter, Solid Waste & Recycling Coordinator, Abby Goldsmith, Goldsmith Resources

#### Issues for Consideration:

Changes to the current convenience center system for collection of residential solid waste and recyclable materials. Goldsmith Resources has completed an evaluation of the County convenience center system. The Goldsmith report includes the following recommendations: (1) implementing a decal system for Beaufort County residents, (2) limiting types of waste accepted, (3) closing select centers, (4) reducing operating hours, (5) increasing enforcement efforts, (6) improving site conditions for remaining centers, (7) increasing recycling efforts, and (8) revisit arrangement with the Town of Hilton Head Island.

#### Points to Consider:

The current convenience center system has been in place for about twenty five years. Use of the centers has increased dramatically. The system must be modified and centers updated in order to continue providing this service. Staff is evaluating the recommendations from the Goldsmith Report. The Solid Waste & Recycling board unanimously supported the Goldsmith report recommendations.

#### Funding & Liability Factors:

N/A. This item is being presented for information only.

#### **Council Options:**

N/A. This item is being presented for information only.

#### Recommendation:

N/A. This item is being presented for information only.



# Beaufort County Convenience Centers Evaluation and Recommendations



FINAL REPORT November 2019

Prepared by:

a goldsmith
resources

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#### 1. Introduction

Beaufort County operates a network of 11 staffed convenience centers. As the population of the County grows and the more densely populated areas expand, the convenience centers no longer are an effective way to meet the solid waste collection and disposal demands for a large proportion of citizens. Roll-off containers and compactors cannot be emptied and replaced quickly enough, causing visitors to leave solid waste and recyclables in the wrong containers or on the ground. Operating costs, paid for through property taxes, continue to escalate. Heavy traffic at some of the centers pose safety and environmental concerns. All but one of the centers requires significant capital investment to meet stormwater management requirements.

The limitations of Beaufort County's convenience centers to meet the needs of a growing population was acknowledged nearly a decade ago, in the 2010 Beaufort County Comprehensive Plan which made the following assessment.

"Although the convenience center concept works well in rural communities, in high traffic areas there are limits to how much waste can be collected at satellite stations and transported to a landfill."

"The high traffic volume combined with the limited weekend hours of the landfill used by the County, over burdens the system on weekends. These factors create a constant challenge for County staff and Contractors to keep up with the volume of waste to be handled."

Subsequently, the 2013 Beaufort County Solid Waste Management Plan recommended expansion of curbside collection and consolidation of County convenience centers. In May 2016, the Beaufort County Council adopted the Beaufort County Curbside Collection Plan, recommended by the Solid Waste and Recycling Board, to "phase out Convenience Center use in Beaufort County and complete the transition to a curbside system for waste collection and recyclables". The County pursued county-wide curbside collection and issued a Request for Proposals (RFP 103118) for residential curbside collection services in the unincorporated areas of the County in 2018. Several proposals were received, however, the Solid Waste and Recycling Board voted not to award a contract pursuant to this request at its meeting on February 22, 2019.

To determine next steps to reduce the County's reliance on convenience centers, Beaufort County retained A. Goldsmith Resources, LLC (AGR) to evaluate operations at each of the County's convenience centers, compare operation of Beaufort County's convenience centers to those in other communities and recommend an approach and timeline to modify the convenience center in a manner consistent with the Beaufort County Curbside Collection Plan.



#### 2. Evaluation of Beaufort County Convenience Centers

#### 2.1 Overview

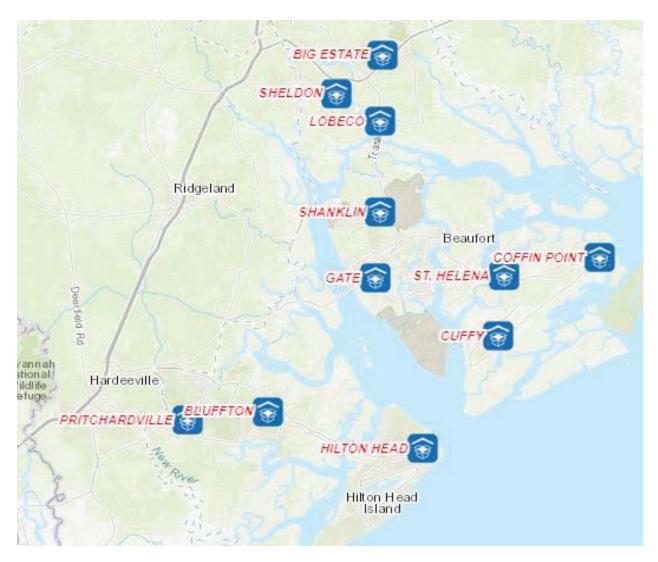
Section 62-21 of the Beaufort County Code establishes nine solid waste districts in the County. Currently, solid waste and recyclables are collected at the curb from all households in the District 1 (the City of Beaufort), District 2 (Town of Port Royal) and District 4 (Town of Bluffton) under arrangements made by the municipalities. Residents in District 3 (the Town of Hilton Head) and Districts 5 through 9 (the unincorporated areas of the County) have the option to arrange for curbside collection service (independently or through a homeowner's association) or to deliver solid waste to one of the County's convenience centers. Despite the availability of curbside collection throughout the County, permitted haulers reported they served a total of 49,371 households in the County in FY19. With an estimated 61,555 households in the County, this suggests that 20 percent of households in the County do not have curbside collection service. Although it is not possible to know how these households dispose of waste, it is likely that most use the convenience centers as their primary method of solid waste collection.

Beaufort County's operates 11 convenience centers, listed in Table 2-1 and shown on the map in Figure 2-1. Seven of the convenience centers are open six days per week (every day except Wednesday) from 7:30 a.m. to 7:00 p.m. while four of the centers (Sheldon, Big Estate, Coffin Point and Cuffy) are open four days per week (Tuesday, Thursday, Saturday and Sunday) from 7:30 a.m. to 7 p.m. The convenience centers are intended for use by Beaufort County residents only and residents are limited to delivering two loads per day although currently, these limits are challenging to enforce.

Table 2-1 Convenience Center and Solid Waste District

Convenience Center	Solid Waste District
Hilton Head	3
Bluffton	4
Sheldon	5
Lobeco	5
Big Estate	5
Gate	6
Shanklin	6
St. Helena	8
Cuffy	8
Coffin Point	8
Pritchardville	9

Figure 2-1 Convenience Center Locations



All convenience centers accept the following solid waste and materials.

- yard waste (Class 1)
- bulky waste (Class 2)
- household garbage (Class 3)
- motor oil (mixed with gasoline at three centers)
- oil filters
- car batteries
- rechargeable batteries
- cooking oil
- paint
- tires

In addition, four of the convenience centers accept appliances and scrap metal (Shanklin, Bluffton, St. Helena and Hilton Head) and three (Shanklin, St. Helena and Bluffton) accept small amounts of residential



construction and demolition debris. Seven of the centers (all except Sheldon, Big Estate, Lobeco and Cuffy) accept the following residential recyclables:

- cardboard
- mixed paper
- glass containers
- aluminum and steel food cans
- plastic containers (#1 and #2)

A description of each convenience center is included as Appendix A.

#### 2.2 Number of Visitors

The Beaufort County convenience centers received over 1.6 million visits from July 1, 2018 to June 30, 2019 (FY19) as shown in Table 2-2. Three of the centers (Bluffton, Hilton Head, and St. Helena) accounted for nearly 63 percent of these visits, each receiving more than 1,000 visits on an average day. Together with Pritchardville, Shanklin, and Gate, these six centers received over 87 percent of the total number of visits in FY19. Lobeco handled 5.3 percent of total visits while the remaining four centers (Sheldon, Big Estate, Cuffy and Coffin Point) together received 5.2 percent (Figure 2-2).

Weekday Traffic at Hilton Head



Table 2-2 Visits to Convenience Centers, FY19

Convenience Center	Total	Average Daily
Hilton Head	345,136	1,110
Bluffton	332,776	1,070
Sheldon	22,522	108
Lobeco	85,135	274
Big Estate	15,339	74
Gate	144,847	466
Shanklin	148,924	479
St. Helena	333.520	1,072
Cuffy	18,747	90
Coffin Point	25,008	120
Pritchardville	138,971	447
TOTAL	1,610,923	5,310

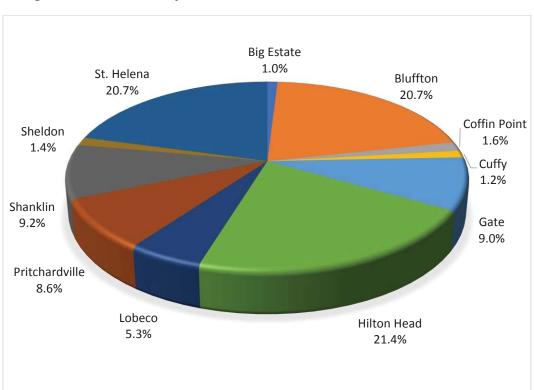


Figure 2-2 Percent of Total Visits Received at Each Convenience Center, FY19

Although a couple of the convenience centers are designed or have been upgraded to accommodate this volume of visits, or traffic, some are overburdened, especially during the busier days and hours of the week. As shown in Table 2-3, more visitors came to the centers on Thursday than any other day with Saturday and Tuesday being the second and third busiest days, respectively. A couple of the centers had other days that were busier, however. Cuffy had the highest average number of visits on Sunday while Lobeco had the highest average number of visits on Friday in FY19.

Table 2-3 Average Visits by Day of Week, FY19

	Sun	M	Tu	Th	F	Sat
Hilton Head	1,044	992	1,061	1,252	1,142	1,127
Bluffton	1,025	1,135	1,141	1,096	957	1,073
Sheldon	104	0	112	106	0	110
Lobeco	242	280	253	287	310	271
Big Estate	72	0	75	71	0	76
Gate	391	434	449	555	457	507
Shanklin	453	462	490	519	445	504
St. Helena	1,044	1,014	1,002	1,225	1,108	1,038
Cuffy	96	0	88	85	0	90
Coffin Point	119	0	118	119	0	123
Pritchardville	404	433	438	534	442	429
TOTAL	4,992	4,750	5,227	5,848	4,863	5,347

Overall, the busiest hours at the convenience centers are from 9 a.m. to 3 p.m. (Figure 2-3). However, this too, varies by convenience center. Big Estate and Cuffy experienced increasing average number of visits throughout the day with a good portion coming in the late afternoon to evening hours while Shanklin, Lobeco and Sheldon had a steady number of visits throughout the day after 8 a.m.

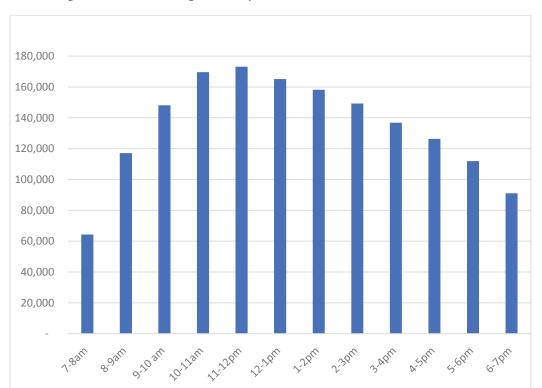


Figure 2-3 Average Visits by Hour at All Convenience Centers, FY19

#### 2.3 Tons Received

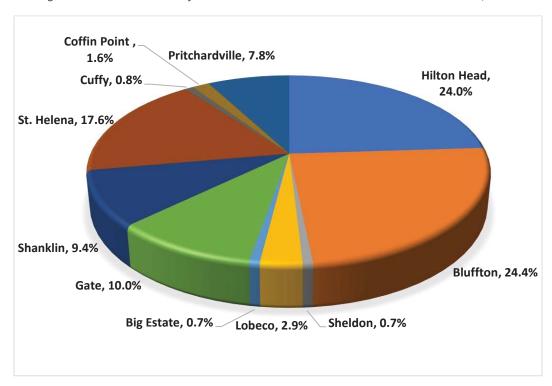
The convenience centers received over 37,000 tons of household, yard, and bulky waste in FY19. As shown in Table 2-4, the Bluffton, Hilton Head and St. Helena convenience centers accounted for nearly 25,000 tons of the total. Bluffton and Hilton Head received over 9,000 tons each while St. Helena received 6,661 tons. At the other end of the spectrum, Sheldon, Big Estate, Coffin Point and Cuffy convenience centers received a combined total of 1,444 tons in FY19, or just 3.8 percent of the total (Figure 2-4).



Table 2-4 Tons of Solid Waste Received at Convenience Centers, FY19

Convenience Centers	Household	Yard	Bulky/C&D	TOTAL
Hilton Head	4,302	1,873	2,882	9,056
Bluffton	4,204	1,811	3,207	9,222
Sheldon	192	11	61	264
Lobeco	846	56	190	1,092
Big Estate	201	16	56	273
Gate	2,018	648	1,129	3,796
Shanklin	2,040	226	1,302	3,568
St. Helena	3,664	1,251	1,745	6,661
Cuffy	206	28	56	290
Coffin Point	324	112	181	617
Pritchardville	1,772	379	782	2,933
TOTAL	19,770	6,104	11,590	37,771

Figure 2-4 Percent of Total Tons Received at Each Convenience Center, FY19



Although household garbage (Class 3) makes up most of the solid waste received at the convenience centers, bulky waste (Class 2) comprised 30.7 percent and yard waste (Class 1) comprised 17 percent of the total. Figure 2-5 shows that the proportion of each of these three categories of solid waste received varies significantly by convenience center. At Sheldon, Lobeco, Big Estate and Cuffy convenience centers, 70 percent of the solid waste received in FY19 was household waste. However, at Bluffton and Hilton Head convenience centers, in areas of the County with significant construction activity, less than half of the solid waste received was household waste. Bulky waste, including C&D, comprised 31.8 percent of the solid waste received at the Hilton Head convenience center, 34.8 percent at the Bluffton convenience center and 36.5 percent of the solid waste received at the Shanklin convenience center. The high percentages of bulky waste and the significant amount of C&D in these loads, in addition to on-site observations and staff reports, suggest that at least some of the bulky waste delivered to the convenience centers is from non-residential sources.

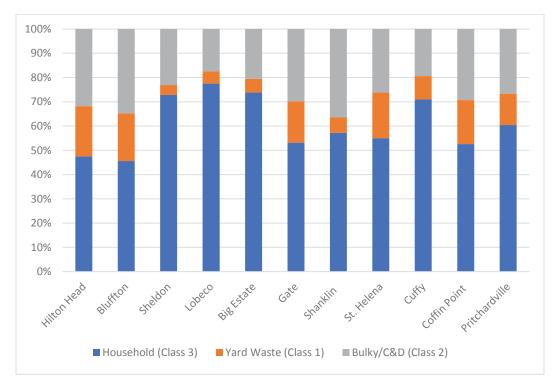
### Bulky (Class 2) Waste at Shanklin



Bulky Waste (Class 2) at St. Helena



Figure 2-5 Proportion of Household, Yard and Bulky Waste Received by Convenience Center, FY19



### 2.4 Hauling and Disposal Costs

Beaufort County paid \$1,591,430 in FY19 for a contractor to haul a total of 8,441 loads of yard waste (Class 1), bulky waste (Class 2), and household waste (Class 3) from convenience centers and an estimated



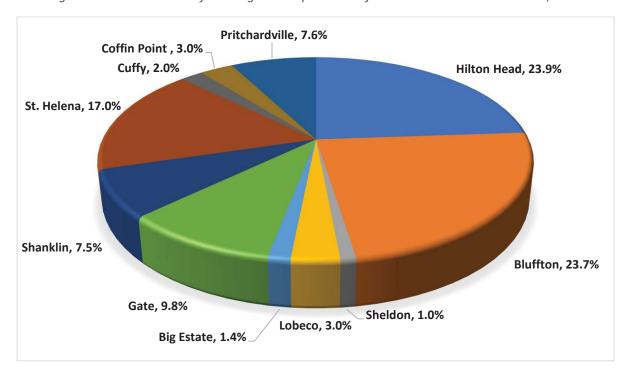
\$1,262,439 in tipping fees at processing and disposal facilities (Table 2-5). This does not include the cost to operate the centers, for example staffing and maintenance costs.

Table 2-5 Hauling and Disposal Costs from Convenience Centers, FY19

Convenience Center	Hauling Cost	Estimated Disposal Cost	TOTAL
Hilton Head	\$386,347	\$294,996	\$681,342
Bluffton	\$413,511	\$261,952	\$675,463
Sheldon	\$17,108	\$10,849	\$27,957
Lobeco	\$46,109	\$40,315	\$86,424
Big Estate	\$16,890	\$23,505	\$40,396
Gate	\$162,812	\$117,924	\$280,736
Shanklin	\$93,055	\$121,582	\$214,638
St. Helena	\$287,211	\$198,995	\$486,205
Cuffy	\$20,891	\$36,709	\$57,600
Coffin Point	\$31,317	\$53,574	\$84,891
Pritchardville	\$116,180	\$102,038	\$218,218
TOTAL	\$1,591,430	\$1,262,439	\$2,853,869

As shown in Figure 2-6, 47.6 percent of the hauling and disposal costs were for two centers, Bluffton and Hilton Head, while another 17 percent was from St. Helena. Just over 7 percent was for solid waste hauled and disposed from Sheldon, Big Estate, Cuffy and Coffin Point combined.

Figure 2-6 Percent of Hauling and Disposal Cost from Each Convenience Center, FY19



### 2.5 Upcoming Capital Needs

Each of the convenience centers will require capital investment to continue to operate, even at current traffic and tonnage levels. Most notably, the County would need to retrofit all the convenience centers except St. Helena to meet stormwater management regulations. According to a report prepared for the County by McLaughlin Consulting in June 2018, the total estimated cost to upgrade ten centers is \$180,400 (Table 2-6). In addition, staff has indicated that two of the convenience centers, Lobeco and Pritchardville, need to be paved to handle current traffic efficiently. Several of the convenience centers need new compactors and receivers to continue operating at current levels efficiently. All these capital costs should be considered when evaluating the future of each center.

Table 2-6 Stormwater Retrofit Estimates

Convenience Center	Estimated Cost
Hilton Head	\$20,000
Bluffton	\$40,000
Sheldon	\$5,200
Lobeco	\$8,700
Big Estate	\$46,000
Gate	\$13,700
Shanklin	\$20,000
St. Helena	\$0
Cuffy	\$6,000
Coffin Point	\$11,000
Pritchardville	\$9,800
TOTAL	\$180,400

### 3. Benchmark Analysis

AGR evaluated how convenience center networks are operated and funded in six other counties across the southeast, including:

- Craven County, North Carolina
- Forsyth County, Georgia
- Johnston County, North Carolina
- Lexington County, South Carolina
- Newton County, Georgia
- Pender County, North Carolina

These examples were selected because they are in South Carolina or adjacent states and so much similar conditions such as tipping fees lower than in most of the country. They also represent communities with a range of populations with examples both smaller and larger than Beaufort County's population. Most importantly, the convenience centers in each of these counties have certain features that Beaufort County may want to consider in the future. A description of each county's convenience center network is included in this Section with a specific focus on the features that may be relevant to Beaufort County.

### 3.1 Craven County, North Carolina

Craven County, North Carolina, population 102,923, operates seven convenience centers that are open three days during the week plus Sunday afternoon. The convenience centers accept bagged household garbage, yard waste, bulky waste, C&D (excluding pallets), and a variety of recyclables. All residential waste must be delivered to convenience centers in bags with pre-paid stickers affixed: one sticker for up to 33 gallons (and no more than 50 pounds); two stickers for 34 to 64- gallons; and three stickers for 65 to 95 gallons. Stickers can be purchased by mail, at government offices, and at many local retail outlets including grocery and hardware stores.



In addition to providing convenience centers, Craven County has a contract with a single private hauler to provide curbside collection to County residents. Residents that opt for curbside collection of household waste can choose a monthly subscription or set out bags with the same County stickers used at the convenience centers. Although curbside collection of household waste is an option for residents, all County residents automatically receive curbside recycling services. The County charges every household \$60 per year on property tax bill for this service.

### Notable features:

- Volume-based fee for all bagged household waste delivered to convenience centers.
- County-wide curbside recycling program (all residents charged annual fee).
- Seasonal paint exchange. Paint is accepted at all convenience centers and offered free of charge to the public at one of the sites from spring to fall.



### 3.2 Forsyth County, Georgia

Forsyth County, Georgia, population 236,612, operates three convenience centers open six days per week from 7:30 a.m. to 5 p.m. The convenience centers accept bagged household trash and recyclables but do not accept yard waste, construction waste, "wooden or cloth furniture", or appliances that contained refrigerants. Residents must take these items to a private landfill or recycler. Paint is accepted for a fee based on the size of the can and the type of paint (e.g., latex or oil).



All household waste delivered to the convenience centers must be in bags sold for this purpose. Bags can be purchased at the convenience centers, with cash only, for \$1 each (for 32-gallons). The price for bags is 50 cents if residents are recycling. Whether recycling or not, the cost is \$2 per bag for each bag over five per day.

### Notable features:

- Do not accept yard waste, construction materials, and many bulky items.
- Volume-based fee for all bagged household waste.
- Lower fee for bag if recycling.
- Bags purchased at convenience centers only.

### 3.3 Johnston County, North Carolina

Johnston County, North Carolina, population 202,612, operates twelve convenience centers, five days per week. The centers are open weekdays, except Wednesday, from 8 a.m. to 6 p.m. in the winter and 8 a.m. to 7 p.m. in the summer. They are also open from 8 a.m. to 5 p.m. on Saturday year-round. The convenience centers accept bagged household trash and recyclables but not yard waste or construction and demolition debris. To use convenience centers, residents must purchase vehicle decals, valid for twelve months, for which they may deliver up to one pick-up truck sized load (1/2 ton) of household garbage each week. No decal is required to



deliver recyclables only nor to deliver tires, appliances, lead acid batteries, motor oil and filters, herbicide and pesticide containers and electronic waste. Decals cost \$100 and can be purchased online, by mail, or at the Public Utilities office. A vehicle decal also allows residents to deliver one load of yard waste per week directly to the landfill at no additional charge. If a vehicle delivering household trash does not have a decal on the windshield, the site attendant is required to record the license plate number and document the incident as a violation of the ordinance. Civil penalties up to \$500 may be assessed for each violation. Any household waste beyond the one-load per week limit and any construction or demolition waste must be delivered to the landfill where the per ton disposal fee is charged.



### Notable features:

- Vehicle decal, costing \$100 per year, required to deliver household waste to convenience centers.
- No yard waste or construction materials accepted though decal covers one load per week of yard waste delivered to landfill.
- Extended evening hours in summer months.

### 3.4 Lexington County, South Carolina

Lexington County, South Carolina, population 286,186, has 11 convenience centers open from 7 a.m. to 7 p.m. Monday, Wednesday, Friday and Saturday and from 3 to 7 p.m. on Sunday. The convenience centers accept household trash, yard waste, construction materials, and recyclables from residents. Residents must deliver electronics, refrigerated appliances and mattresses directly to the County landfill. The County contracts with a special needs center to operate nine of the 11 convenience centers.



The County also offers curbside collection of household garbage, yard waste, recyclables and bulky items for residents through franchise agreements with one private hauler in each district of the unincorporated County. The monthly curbside rate ranges from \$16.37 to \$33 per month, depending on the district. Residents can choose to use the franchised hauler or can use the convenience centers at no additional cost.

### Notable features:

- Offers curbside collection option to all residents through franchises.
- Contracts with special needs center for operation of most centers.

### 3.5 Newton County, Georgia

Newton County, Georgia, population 99,958, operates six convenience centers Tuesday through Friday from noon to 7 p.m. and Saturday from 9 a.m. to 7 p.m. The centers accept household garbage, bulk waste and recyclables. Residents must purchase a hang tag to use the centers. The hang tag allows resident to deliver up to ten bags of garbage and one pickup truck of bulk waste per week and one bulk item per month. However, County staff acknowledge these limits are difficult to enforce. Hang tags cost \$155, expire every June 30th and can be purchased online or at the County Courthouse.



Newton County reduced the number of convenience centers from 11 to 6 in 2017 to reduce operating costs. At the same time the County began to charge an annual fee to use the convenience centers. According to staff, the County has had to address public opposition and an increase in illegal disposal as a result of these changes.



### Notable features:

- Residents must purchase hang tags to use centers.
- County reduced the number of convenience centers and began charging a fee in recent years.

### 3.6 Pender County, North Carolina

Pender County, North Carolina, population 62,162, is a coastal County that, like Beaufort County, has seasonal visitors. The County operates 11 convenience centers that are open from two to seven days per week. Because each center operates on different days, at least several centers are open each day. The centers accept household waste and recyclables. Three of 11 centers take small loads (under 200 pounds) of construction debris and bulky items from residents. Three centers take electronics

PENDER SOLID WASTE				
FY 2019-2020 RATE AND FEE SCHEDULE (Effective July 1, 2019)				
TRANSFER STATION TIPPING FEE \$78.00 per TON				
NON-PENDER COUNTY RESIDENT TIPPING FEE \$162.00 per T				
<u>USER FEE</u> ~ Household waste disposal and recycling	\$220.00 per year			
AVAILABILITY FEE ~ Recycling Only	\$110.00 per year			

Pender County residents must have a vehicle sticker to deliver household waste to the convenience centers. Each household in the unincorporated area of the County pays a "solid waste availability fee" of \$220 per year and receive up to two vehicle stickers per household. A vehicle sticker allows access to the convenience centers. Households can purchase up to two additional vehicle stickers (a total of four per household) for \$15 each. Households in the incorporated areas of the County are not charged the County solid waste availability fee since they pay their municipality for solid waste services. However, if they want to use the County convenience centers, they can purchase a sticker for full use (\$220 per year) or recycling use only (\$110 per year).

### Notable features:

- Operating days and hours are staggered so that at least two centers are open each day.
- Households automatically pay solid waste availability fee which provides access to convenience centers.
- Only households in unincorporated areas automatically pay solid waste availability fee but those
  in incorporated areas can opt to pay same rate for full access to convenience centers in addition
  to any municipal solid waste fees.

### 3.7 Comparison of Convenience Centers

Table 3-1 shows the number and operating hours of convenience centers in Beaufort County and each of the counties described above. Three of the counties have as many (or in the case of Johnston County, one more) convenience centers. However, none of the convenience center networks are open and available to the public for as many total hours per week as Beaufort County's convenience centers are. Most are open three to five days per week. The exception is Forsyth County, whose three convenience centers are open six days. One of Pender County's 11 centers, located at the transfer station, is open seven days per week. Of the three counties that have convenience centers open on Sunday, none open before 1 p.m.



Table 3-1 Number and Hours of Convenience Centers

County	Hours of Operation	Number of Centers	Number of Days Open	Total Hours per Week
Beaufort County, SC	M, T, Th, F, Sat, Sun 7:30 -7 T, Th, Sat, Sun 7:30 - 7	11	6 (7 centers) 4 (4 centers)	667
Craven County, NC	T, Th, Sat 7-6:30, Sun 1-6:30	7	4	280
Forsyth County, GA	M-Sat 7:30-5	3	6	171
Johnston County, NC	Winter: M, T, Th, F 8-6, Sat 8-5 Summer: M, T, Th, F 8-7, Sat 8-5	12	5	Winter: 588 Summer:636
Lexington County, SC	M, W, F, Sat 7-7, Sun 3-7	11	5	572
Newton County, GA T-F 12-7, Sat 9-7		6	5	228
Pender County, NC	3 centers - T, Th, Sat 7-7 4 centers - M, W, Sat 7-7 1 center - M, W, F, Sat, 7-7 1 center - W 7-1, Sat 7-7 1 center - M-Sat 7-7, Sun 1-7 1 center - M, T, Th, F, Sat 7-7 1 center M 11-7, Sat 8-7, Sun 2-7	11	2 (1 center) 3 (8 centers) 4 (1 center) 5 (1 center) 7 (1 center at transfer station)	480

Table 3-2 shows the materials accepted at each of the county convenience centers. All counties have a policy to only accept residential waste and all accept household waste and recyclables such as paper and glass, plastic and metal food and beverage containers as well as motor oil and filter, batteries and other items to be diverted from disposal. Forsyth County, Johnston County and Pender County do not accept yard waste at convenience centers and either limit the type of bulky waste accepted or prohibit it altogether.

Table 3-2 Materials Accepted at Convenience Centers

County	Household Waste	Recyclables	Yard Waste	Bulky Items	C&D	Other
Beaufort County, SC	X	X	Х	X	Х	
Craven County, NC	X	X	X	X	X	Mattresses, carpet and padding. Electronics at one center
Forsyth County, GA	X	X		Scrap metals and non- refrigerated appliances		Paint for fee based on size and type. Tires and electronics at one center for fee
Johnston County, NC	Х	Х				Limit on weekly # of tires, appliances, batteries, etc.
Lexington County, SC	X	X	Х	Carpet pad, clean wood		
Newton County, GA	Χ	X	Х	X		
Pender County, NC	X	X		< 200 lbs. at 3	3 centers	Electronics at 3 centers

All counties included in this analysis have mechanisms to limit use of convenience centers by businesses and out of county residents, as described in Table 3-3. Lexington County has two code enforcement officers, funded by the Solid Waste Enterprise Fund, to help ensure only Lexington County residents use the convenience centers. According to the Solid Waste Director, this relatively new approach has been successful in reducing the use of the convenience centers both by out-of-County residents and by businesses. The other five counties either issue decals to residents to place on their vehicles or charge residents by the amount delivered to help limit use. Both Craven County and Forsyth County charge residents based on the amount of waste delivered to the centers (volume-based rates), the former by requiring stickers on bags of household waste and the latter by requiring that all household waste be delivered in bags produced for this purpose and purchased at the convenience centers. Johnston County and Newton County sell vehicle decals and hang tags, respectively, to those that opt to use the convenience centers. Pender County automatically charges all residents of the unincorporated County a solid waste availability fee which gives them unlimited access to convenience centers. Residents of the incorporated areas have the option to pay the same fee for access to the convenience centers in addition to whatever they pay their municipality for solid waste services.

Table 3-3 Approaches to Limiting Use of Convenience Centers

County	Mechanism
Beaufort County, SC	Enforcement by convenience center staff
Craven County, NC	Pre-paid stickers on bags. \$3 per sticker.  1 sticker - up to 33 gallons. 2 stickers - 34 to 64 gallons. 3 stickers - 65 to 95- gallon
Forsyth County, GA	Bags purchased at convenience center. \$1 per 32-gallon bag; 50 cents if recycling \$2 per bag for each bag over 5 per day
Johnston County, NC	Vehicle decals for \$100/year One pick-up truck sized load (1/2 ton) per week
Lexington County, SC	Code enforcement officers dedicated to solid waste management
Newton County, GA	Hang tag for \$155/year Up to 10 bags of garbage and 1 pickup truck of bulky per week One bulk item per month
Pender County, NC	All residents of unincorporated County pay \$220/year solid waste availability fee Receive vehicle stickers that give them unlimited access

How much residents use convenience centers in a community and for what purpose depends, in part, on the other solid waste management collection options available to them. In all the counties included in this analysis, at least some municipalities provide curbside collection to their residents. In addition, some counties offer residents in the unincorporated areas a curbside collection option by contracting with or issuing a franchise agreement to private haulers, including Craven County and Lexington County. As in Beaufort County, some residents use the convenience centers instead of curbside collection while others use them in addition to curbside collection. Table 3-4 describes the curbside collection arrangements in each of the counties.

Table 3-4 Residential Curbside Collection Options

County	Collection Arrangements
Beaufort County, SC	Curbside collection provided to all residents in incorporated areas except Hilton Head. Elsewhere residents and neighborhood associations have option of contracting directly with private haulers licensed by the County.
Craven County, NC	Residents in five municipalities receive curbside service. County has contract with hauler that residents in unincorporated areas can opt to use. County provides all residents with curbside collection of recyclables and charges \$60 per year on property tax bill for this service.
Forsyth County, GA	Largest city provides curbside and other residents have option to subscribe for service with private hauler of their choice.
Johnston County, NC	Nine of the 11 municipalities offer curbside collection through a contractor or their own forces. Elsewhere, residents can opt to subscribe for service with private hauler of their choice.
Lexington County, SC	Municipalities arrange for curbside collection for their residents. The County has exclusive franchise agreements with private haulers in each district that residents can choose to use for curbside service.
Newton County, GA	Four of 6 municipalities provide curbside collection. Elsewhere, residents can opt to subscribe for service with private hauler of their choice.
Pender County, NC	Several of the municipalities provide curbside collection. Elsewhere, residents can opt to subscribe for service with private hauler of their choice.

Collection and disposal options available to a County, and associated costs, are dictated, in part, by whether the local government owns or contracts with a disposal facility, the terms of that arrangement, and where that facility is located. As seen in Table 3-5, each of the counties except Forsyth County have a landfill or a transfer station operated by either the county or a solid waste authority. In the case of Newton County, it is the County's solid waste authority; in Craven County, it is a multi-county solid waste authority. Forsyth County has a privately owned and operated landfill.

Table 3-5 Transfer and Disposal Arrangements

County	Transfer/Disposal Arrangements			
Beaufort County, SC	Private landfill out of county			
Craven County, NC	Regional landfill operated by Solid Waste Authority located in County			
Forsyth County, GA	Private landfills in and out of County			
Johnston County, NC	County landfill			
Lexington County, SC	County landfill and transfer station			
Newton County, GA	Solid Waste Authority landfill and transfer station			
Pender County, NC	County transfer station. Out of county landfill.			

### 4. Recommendations

### 4.1 Require Vehicle Decal for Convenience Center Use

AGR recommends that Beaufort County require residents to purchase and display a decal, or sticker, on their vehicle to use the convenience centers. Johnston County, Pender County and Newton County (using hang tags rather than decals) use this approach, as described in Section 3. Requiring residents that use the convenience centers to purchase vehicle decals offers two major benefits. First, since proof of residency can be a pre-requisite to purchase a vehicle decal, this is likely to eliminate a good portion of non-residential users or users from out of the County. Secondly, if the fee collected is directed to fund convenience center costs such as staffing, container rental, and hauling (but not disposal) this would more closely parallel how residents with curbside collection pay for solid waste management services. That is, the municipality or resident pays for collection directly through user fees while the County pays for disposal with property tax millage. However, Beaufort County should be prepared for the likelihood that requiring a pre-paid decal for use of convenience centers will increase illegal disposal. Enforcing illegal disposal laws, strengthening them if necessary, is critical to success.

### 4.2 Limit Materials Accepted

The County currently accepts a wide range of materials at its convenience centers compared to other communities. Even though the convenience centers are intended for use by Beaufort County residents use only, accepting certain types of material, such as C&D, may encourage non-residential generators to deliver solid waste to the centers as well. Beaufort County should consider limiting the type of material accepted at the convenience centers, starting with those materials that frequently are generated by non-residents and for which alternative collection and disposal alternatives are readily available.



### Construction and Demolition Debris

Bulky waste (Class 2) comprises 30.7 percent of the total solid waste received at the convenience centers and over one-third of the total received at Bluffton and Shanklin convenience centers. Given the proportion of C&D observed in these loads, it is likely that at least a portion of the C&D observed in bulky waste received at the convenience centers is from contractors and other non-residential generators.

If Beaufort County banned C&D at its convenience centers, this would likely reduce the total tons of solid waste received significantly, especially at the centers located in areas with the most construction. Fewer tons, especially of bulky waste, would reduce the number of times containers must be pulled and lower associated hauling and disposal costs. Although there are no data to indicate what proportion of the visitors to the convenience centers are delivering C&D only, prohibiting the delivery of C&D is likely to reduce vehicle traffic at the busiest centers as well.





Of the county convenience centers considered in Section 3, only Craven and Pender County accept C&D. Pender County accepts small loads (up to 200 pounds) at three of its 11 centers, much like Beaufort County. However, because all vehicles entering the Pender County convenience centers must display a decal, and only residents are eligible to purchase a decal, Pender County is able to ensure that deliveries to the convenience centers, including C&D, are from residents.

Banning any type of solid waste from the convenience centers also has the potential to increase illegal disposal. The County should make sure generators and haulers are aware of the legal alternatives for management and disposal. For C&D materials, other processing and disposal options are readily available in the region, including Barnwell Resources in Beaufort County, Oakwood Landfill in Jasper County and Hickory Hill Landfill. However, because these facilities charge a tipping fee, while delivery to the convenience centers has been free, illegal disposal may still increase, especially immediately after C&D is prohibited.

### Yard Waste

Currently, all Beaufort County convenience centers accept yard waste which comprised 17 percent of all the solid waste received at convenience centers in FY19. Beaufort County paid nearly \$200,000 to South Coast Resources and Oakwood Landfill to process or dispose of yard waste collected at the convenience centers in FY19 in addition to the cost to haul over 1,700 containers of yard waste from the convenience centers to these facilities. The proportion of yard waste received was particularly high at Hilton Head, Bluffton and St. Helena convenience centers (close to 20 percent) and particularly low at Sheldon, Lobeco and Big Estate convenience centers (less than 6 percent).

Half of the counties considered in Section 3 accept yard waste at their convenience centers and half do not. Of those that do not, Forsyth County and Pender County encourage residents to use alternatives, including managing yard waste on their own property (through home composting or other means), contracting with a private hauler to pick up yard waste, or delivering their yard waste directly to a processor or landfill. Johnston County takes a slightly different approach. Although the County does not accept yard waste at its convenience centers, the decal that residents purchase to use the convenience centers allows



them to deliver one load of yard waste per week directly to the landfill at no charge. In this way, Johnston County still covers the cost to dispose of residential yard waste, but the County avoids the cost and additional visits associated with of accepting yard waste at convenience centers.

As the County moves towards reducing reliance on the convenience centers as a primary solid waste collection option, it should consider prohibiting the acceptance of yard waste at some or all the convenience centers. Even if the County continues to accept yard waste at several of the centers, it should actively encourage residents to use alternatives including managing yard waste at home, contracting for collection with a private hauler, or delivering to a processor, such as South Coast Resources, or to a Class 1 or Class 2 landfill.



### Other (Non-C&D) Bulky Waste

Currently, Beaufort County accepts bulky waste (Class 2) at all its convenience centers. This includes large household items, such as furniture and mattresses, and C&D materials, such as bricks/masonry and fiberglass. In FY19, the County paid a total of \$96,337 for disposal of 11,590 tons of bulky/C&D at Oakwood Landfill and 2,128 tons of bulky waste at Hickory Hill landfill. This is in addition to the cost to haul the containers from convenience centers to the landfills.

In addition to prohibiting C&D outright, several of counties considered in Section 3 restrict the type of bulky items accepted. Forsyth County only accepts scrap metal and non-refrigerated appliances. Lexington County only accepts carpet padding and clean wood.



If the County implements the other recommendations in this report, including restricting access to convenience centers to those residents that purchase a vehicle decal and prohibiting C&D at the convenience centers, it is likely that significantly less bulky waste (Class 2) will be delivered and that it will be from residents. The County should evaluate the remaining amount and composition of bulky waste received at each convenience center after other recommendations are implemented and then determine whether further restrictions on the acceptance of bulky waste are necessary.

### 4.3 Reduce the Number of Convenience Centers

One approach to lower operating and capital costs, as well reducing reliance on convenience centers, is to offer fewer convenience center locations. Based on a review of each convenience center, including the number of visits, current condition, proximity to other convenience centers, and projected capital cost to make necessary upgrades, AGR recommends the County consider the following steps to reduce the number of convenience centers operated by the County.

### Consolidate Solid Waste District 5 Convenience Centers at Lobeco

Big Estate and Sheldon had an average of 185 visits per day between them in FY19. If these two convenience centers closed, most of these visits would most likely be diverted to Lobeco which is 5.8 miles from Big Estate and 7.0 miles from Sheldon. Consolidating these three centers at Lobeco would not only reduce total operating costs but would avoid the projected cost of \$46,000 to retrofit Big Estate to meet stormwater requirements (in addition to the much lower estimate of \$5,200 to retrofit Sheldon).

Table 4-1 shows that if current levels of traffic and tonnage from Big Estate and Sheldon was diverted to Lobeco, then Lobeco would receive an additional 37,428 visits per year, or 44.5 percent more visits than in FY19 and 49.2 percent more tons of solid waste. However, if the County implements other recommendations in this report, the total number of visitors and tonnage received at every convenience center in the County would likely decrease. As a result, the increase in visits and tons at Lobeco would likely be lower. Still, Lobeco is likely to experience additional visits and tonnage if Big Estate and Sheldon cease operations. The County would need to assess and implement any upgrades and operational changes required at Lobeco before consolidating operations at Big Estate and Sheldon at this location.



Table 4-1 Visits and Tons at Big Estate, Sheldon and Lobeco, FY19

	Annual Visits	Tons of Household Waste	Tons of Yard Waste	Tons of Bulky Waste	TOTAL TONS OF MSW
Big Estate	15,339	201	16	56	273
Sheldon	22,089	192	11	61	264
Lobeco	84,140	846	56	190	1,092
TOTAL	121,568	1,239	83	307	1,629
% Increase at Lobeco	44.5%	46.5%	48.2%	61.6%	49.2%

### Consolidate operations of Solid Waste District 8 Convenience Centers at St. Helena

Coffin Point and Cuffy received a combined average of 213 visitors per day in FY19. If these centers closed, those continuing to use convenience centers would most likely go to St. Helena which is 7.0 miles from Coffin Point and 6.8 miles from Cuffy. Table 4-2 shows that if all the traffic and tonnage from Coffin Point and Cuffy was redirected to St. Helena, the number of visits would increase by 42,640 per year, or 11.8 percent, and the total tons of solid waste received there would increase by 13.6 percent. Again however, implementing other recommendations in this report is likely to reduce total activity at all convenience centers so the actual increase in the number of visits and tonnage at St. Helena is likely to be less. The County should assess and implement any changes at St. Helena before consolidating operations at Coffin Point and Cuffy at this center.

Table 4-2 Visits and Tons at Coffin Point, Cuffy and St. Helena FY19

	Annual Visits	Tons of Household Waste	Tons of Yard Waste	Tons of Bulky Waste	TOTAL TONS OF MSW
Coffin Point	24,288	324	112	181	617
Cuffy	18,352	206	28	56	290
St. Helena	362,195	3,664	1,251	1,745	6,660
TOTAL	404,835	4,194	1,391	1,982	7,567
% Increase at St. Helena	11.8%	14.5%	11.2%	13.6%	13.6%

### Revisit Arrangement with Town of Hilton Head

According to Section 62-21 of the Beaufort County code, "Solid waste districts 1, 2, 3 and 4 shall be administered through intergovernmental agreements between the Beaufort County Council and the City Council of Beaufort, the Town Council of Port Royal, the Town Council of Hilton Head Island and the Town Council of Bluffton respectively." In Solid Waste Districts 1 (the City of Beaufort), 2 (the Town of Port Royal) and 4 (the Town of Bluffton), the municipality contracts for collection of residential solid and pays for collection with user fees or property taxes from residents of that municipality, while the County pays for disposal with a County property tax millage. In the Town of Hilton Head, this is not the case. Although residents can choose to contract with a private hauler in Town of Hilton Head, as in the unincorporated County, the Town does not arrange for all households to have curbside collection. Instead, many residents of the Town of Hilton Head use the Hilton Head (or possibly other) convenience center for which the County pays the cost of operation, hauling and disposal. The County and the Town of Hilton Head should revisit the current arrangement and consider an interlocal agreement, as dictated by the County Code,

that more closely aligns with the arrangements in the other three incorporated Solid Waste Districts of the County.

### Consider Consolidation of Other Centers

Once the other recommendations are implemented, the County should review the number of visits, the tonnage received, hauling and disposal costs and other information about the use and operations at the remaining centers to determine whether operations should be modified at other convenience centers. This may involve closing other centers, reducing the hours of operation or limiting further what is accepted. Most likely, the next convenience centers to consider for modifications would be Gate and Pritchardville. Shanklin is likely to be able to accommodate some of the activity from Gate. Once other recommendations are in place, the Bluffton convenience center may be able to handle the traffic and tonnage from Pritchardville.

### 4.4 Reduce Hours of Remaining Centers

With seven convenience centers open 69 hours per week and four open 46 hours per week, Beaufort County's convenience centers are open a cumulative total of 667 hours per week, more than any of the convenience centers networks included in Section 3. In addition to reducing the number of convenience centers, the County should consider reducing the number of hours the remaining centers are open as described below.

### Close Centers Farlier

The County should consider closing the convenience centers an hour earlier, at 6 p.m. rather than 7 p.m. As shown in Table 4-3, together, the convenience centers received an average of 313.1 visits between 6 and 7 p.m., less than 6 percent of the total average daily visits. The percentage of daily visits occurring at the last hour of the day is higher at the centers in the northern portion of the County. The County may want to consider closing even earlier, perhaps at 5 p.m., in the winter hours, as does Johnston County, North Carolina, during the time of year when traffic is likely to decrease during the later hours.

Table 4-3 Average Visits per Day Between 6 and 7 p.m., FY19

Convenience Center(s)	Number of Visits	Percent of Total Visits
Hilton Head	61.7	5.4%
Bluffton	53.5	4.9%
Big Estate Sheldon, Lobeco	35.2	7.3%
Gate	33.1	6.8%
Shanklin	41.4	8.4%
Coffin Point, Cuffy, St. Helena	65.3	4.7%
Pritchardville	22.9	5.0%
ALL CENTERS	313.1	5.9%

Another alternative would be for Beaufort County to reduce hours by delaying opening of the convenience centers from 7:30 to 8 a.m. As shown in Table 4-4, on average, 4.1 percent of the daily visits to the convenience center occurred in the first half hour of operation in FY19. Again, this percentage is slightly higher at centers in the northern part of the County. Thus, it is recommended that if the County reduce



hours at convenience centers, it either does so by opening later or closing earlier but not doing both at the same time.

Table 4-4 Average Visits per Day Before 8 a.m., FY19

Convenience Center(s)	Number of Visits	Percent of Total Visits
Hilton Head	2.7	3.7%
Bluffton	42.5	3.9%
Big Estate Sheldon, Lobeco	24.9	5.4%
Gate	19.8	4.1%
Shanklin	23.6	4.8%
Coffin Point, Cuffy, St. Helena	47.2	3.6%
Pritchardville	18.2	4.0%
ALL CENTERS	218.0	4.1%

### Reduce Sunday Hours

In addition to closing earlier (or opening later) throughout the week, the County should consider reducing the operating hours of the convenience centers on Sunday. Sunday operations at the centers are especially challenging since the landfill that receives the waste from the convenience centers is closed. Except in the case of an emergency, full containers must remain at the convenience centers until Monday.

As described in Section 3, the earliest any of the convenience centers open on Sunday in the benchmark counties is 1 p.m. However, in Beaufort County, one-third of Sunday visits to convenience centers occurred between 10 a.m. and 1 p.m. in FY19. Thus, it is recommended that initially, the convenience centers delay opening from 7:30 to 10 a.m. and close an hour earlier (6 rather than 7 p.m.) on Sunday. This approach will reduce operating hours but impact the fewest number of visitors as Table 4-5 shows approximately 16.6 percent of the visits at the convenience centers occurred before 10 a.m. and 5.5 percent occurred after 6 p.m. on Sundays.

Table 4-5 Average Visits Before 10 a.m. and After 6 p.m. on Sundays, FY19

Convenience Center(s)	Visits Before 10 a.m.	Percent	Visits After 6 p.m.	Percent
Hilton Head	174.3	16.4%	61.5	5.8%
Bluffton	180.9	17.3%	45.8	4.4%
Big Estate Sheldon, Lobeco	82.4	19.4%	32.7	7.7%
Gate	66.2	16.3%	21.1	5.2%
Shanklin	73.6	15.9%	34.1	7.4%
Coffin Point, Cuffy, St. Helena	195.5	14.9%	69.1	5.3%
Pritchardville	78.6	19.1%	19.8	7.4%
ALL CENTERS	851.4	16.6%	284.1	5.5%

### Net Effect of Reducing Hours and Consolidating Centers

If the County 1) consolidated the centers in District 5 at Lobeco; 2) consolidated the centers in District 8 at St. Helena; 3) continued to keep the remaining centers open six days per week; 4) closed all centers at



6 p.m. instead of 7 p.m., and 5) delayed opening until 10 a.m. on Sunday, the total numbers of hours per week that convenience centers are open would be reduced by more than one-third, from 667 hours per week to 423.5 hours per week.

Once the other recommendations included in this report are implemented, the County may be able to reduce the number of operating hours at the convenience centers further. The proposed approach strikes a balance between significantly reducing the number of centers and hours all at once, before giving residents an opportunity to find alternatives, and making changes so gradually that no significant impact on costs and management of the convenience centers is recognized in the short term.

### 4.5 Keys to Success

### Enforcement

Each of these recommendations — requiring vehicle decals to use convenience centers, restricting the types of materials received at centers, reducing the number of convenience centers and reducing hours at centers - requires consistent enforcement to be successful. Staff will need to check every vehicle arriving at a convenience center for a current decal and ensure that prohibited material is not unloaded there. This level of enforcement may require more staff, more training and more resources. Lexington County recently added two code enforcement officers, funded by the Solid Waste Enterprise Fund, to help ensure only Lexington County residents use the convenience centers. According to the Solid Waste Director, this has successfully limited the use of the convenience centers both by out-of-County residents and by businesses.

In addition to enforcing new restrictions on-site at the convenience centers, the County will need to be prepared for at least temporary increases in illegal dumping. Turning away visitors that do not have vehicle decals, not allowing residents to leave certain materials at the convenience centers (especially ones that they could leave in the past), closing convenience center locations and reducing operating hours is likely to cause some to dispose of waste illegally. This has proven to be most likely within the first several months that changes are implemented. However, increased illegal disposal can become a long-term problem if not addressed early.

Current law, including Section 62 of the County Code contains most of the required authority needed to punish violators. However, the County will need the support of enforcement officials as well as municipal judges. Some ordinances may need to be strengthened and the County may need additional legal authority to institute a vehicle decal program for those choosing to use the convenience centers.

### Encourage Curbside Collection

In the past, Beaufort County has considered requiring all residents to have curbside collection and subsequently reducing the number, hours, or type of materials accepted at the convenience centers. However, to date, the County has not required every resident to have curbside collection. Thus, this report is aimed at recommending ways to meet the objective of the Beaufort County Curbside Collection Plan to "phase out Convenience Center use in Beaufort County and complete the transition to a curbside system for waste collection and recyclables" in the absence of requiring all residents to have curbside collection.

Simply limiting who can use convenience centers (Beaufort County residents), what can be delivered to the centers and where and when the centers are open is likely to encourage some residents to subscribe to curbside collection services. Requiring convenience center customers to pay for some of the costs of



operating the centers, equalizing user fees between curbside service and convenience centers, is likely to encourage even more residents to opt for curbside collection.

Beaufort County should take any other steps possible to encourage residents throughout the County to choose curbside collection. This may include negotiating franchise agreements with private haulers, as in Lexington County, to control rates charges by haulers for curbside collection, providing information to residents about haulers permitted by the County, and enforcing the conditions of haulers permits to ensure high curbside collection standards. As the County continues to grow, it may want to consider a way to require property managers of new residential developments to provide curbside collection to all their households.

### Equalize Costs

One reason that residents choose to use convenience centers rather than curbside collection is cost. Residents pay for collection service if they choose curbside collection, but the County pays for collection if residents use the convenience centers through the property tax millage. Requiring convenience center customers to purchase a vehicle decal may offset some of that differential in cost. In 2025, when the current contract between the County and the Hickory Hill landfill expires (that stipulates the County pay for disposal of residential waste), the County may want to reconsider how the cost of disposal is covered. For those with curbside service, it could be incorporated into the monthly fee charged by haulers or the municipality. At the convenience centers, the County could institute volume based fees, like those described in Craven County and Forsyth County where residents delivering waste to the convenience centers pay for disposal based on the amount of solid waste delivered while still paying an annual fee for a vehicle decal to cover the other (non-disposal) operating costs of the convenience centers.

### 4.6 Timeline

Table 4-6 shows a recommended six-year timeline for the activities identified in this Section. Starting in the second half of FY20 (January 2021), once the plan is approved, the County should ensure that the foundation for implementation is in place. This foundation includes public and elected official support, policies, funding and infrastructure.

Fiscal year 2021 is when the initial set of changes are proposed to go into effect, including consolidating the first set of convenience centers, reducing hours at all centers, limiting the types of waste accepted at the centers and requiring residents to purchase a vehicle decal to use centers. By FY22, the County should have sufficient information regarding the changes in traffic, tons and costs of the convenience centers and the degree to which residents have shifted to curbside collection to determine whether additional changes to convenience center locations, hours, waste accepted or any other operations are needed. These additional changes, if feasible, are proposed for FY22. Changes in the way that the County covers the cost of disposal of residential solid waste, both that collected at the curb and at the convenience centers, is proposed in FY25 when the current disposal contract expires.



Table 4-6 Proposed Timeline for Implementing Convenience Center Plan

	FY20	FY21	FY22	FY23	FY24	FY25
Gathering public input on draft convenience center plan	Х					
Finalize and approve convenience center plan	Х					
Revise ordinance, as needed, to reflect selected convenience center plan	X					
Ensure enforcement is in place to support convenience center plan	Х	Х	Х	Х	Х	Χ
Revisit requirements and strengthen incentives to encourage curbside collection	X	Χ	X	Χ	X	Χ
Provide public information and outreach on convenience center plan	Х					
Produce and offer for purchase vehicle decals for convenience center use		X				
Upgrade Lobeco to handle traffic and tons from Big Estate and Sheldon		Х				
Upgrade St. Helena to handle traffic and tons from Coffin Point and Cuffy		X				
Work with Town of Hilton Head to revise interlocal agreement and implement		Х				
Require vehicle decals to use convenience centers		Х				
Consolidate Big Estate, Sheldon and Lobeco convenience centers at Lobeco		Х				
Consolidate Coffin Point, Cuffy and St. Helena convenience centers at St. Helena		Х				
Reduce hours at all centers (close earlier and reduce Sunday hours)		Х				
Stop accepting C&D at all convenience centers		Χ				
Limit acceptance of yard waste at convenience centers		Χ				
Evaluate the need to limit the acceptance of other types of Class 2 waste (non-C&D) and implement as feasible			X			
Consider closing or reducing operations at Gate and Pritchardville and implement as feasible			Х			
Consider volume-based rates at convenience centers to cover the cost of disposal and implement as feasible					Х	Х

# Appendix A Convenience Center Description and Data



Closed Wednesdays & Holidays	Hilton Head 26 Summit Drive		
Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	69
Materials Accepted	Car batteries, rechargeabl tires	te, yard waste, bulky waste, e batteries, used motor oil a paper, glass, metal, and plast	and filters, cooking oil,
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	4,302 1,873 2,881 9,056	Visits, FY19  Total  Average Daily Visits  Busiest Day of Week	345,136 1,110 Thursday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$386,347 \$318,498	Stormwater Retrofit Cost Estimate	\$20,000
Nearest Center	Bluffton	13.0 miles (26 min)	

Effective October 24, 2015 NEW OPERATING HOURS 7:30am - 7:00pm Closed Wednesdays & Holidays	Bluffton 104 Simmonsville	Road		
Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	69	
Materials Accepted	Residential household waste, yard waste, bulky waste, C&D Car batteries, rechargeable batteries, used motor oil and filters, cooking oil, tires Recyclable paper and cardboard, glass, metal, and plastic containers Appliances and scrap metal			
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	4,204 1,811 3,207 9,222	Visits, FY19 Total Average Daily Visits Busiest Day of Week	332,776 1,070 Tuesday	
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$413,511 \$324,570	Stormwater Retrofit Cost Estimate	\$40,000	
Nearest Center	Pritchardville	7.0 miles (12 minutes)		



DECESTATE CONVENIENCE CENTER OPERATING HOURS 7:30am - 7:00pm Closed Mondays, Wednesdays, Fridays & Holidays	Big Estate 63 Big Estate Road		
Hours	T, Th, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	46
Materials Accepted		te, yard waste, bulky waste, ( e batteries, used motor oil a	
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	201 15 56 273	Visits, FY19 Total Average Daily Visits Busiest Day of Week	15,339 74 Saturday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$16,890 \$10,400	Stormwater Retrofit Cost Estimate	\$46,000
Nearest Centers	Sheldon Lobeco Shanklin	5.9 miles (8 min) 5.8 miles (10 min) 12.5 miles (20 min)	

OPERATING HOURS 7:30am - 7:00pm  Closed  Mondays, Wednesdays, Fridays & Holidays	Sheldon 208 Johnson Road			
Hours	T, Th, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	46	
Materials Accepted	Residential household wa Car batteries, rechargeab tires		•	
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	192 11 61 264	Visits, FY19  Average Dail  Busiest Day o		22,522 108 Saturday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$17,108 \$10,594	Stormwater Retrof Estimate	it Cost	\$5,200
Nearest Center	Big Estate Lobeco	5.9 miles (8 min) 7.0 miles (9 min)		





# Lobeco 6 Kean's Neck Rd

Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	69
Materials Accepted		ste, yard waste, bulky waste, C e batteries, used motor oil and	
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	846 56 190 1,092	Visits, FY19 Total Average Daily Visits Busiest Day of Week	274
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$46,109 \$42,021	Stormwater Retrofit Cost Estimate	\$8,700
Nearest Center	Big Estate Sheldon Shanklin	5.8 (10 min) 7.0 miles (9 min) 7.0 miles (11 min)	

Closed Wednesdays & Holidays	Gate 316 Castle Rock Ro	pad		
Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	69	
Materials Accepted	Residential household waste, yard waste, bulky waste, C&D Car batteries, rechargeable batteries, used motor oil and filters, cooking oil, tires Recyclable paper, glass, metal, and plastic containers			
Tons Received, FY19 MSW (Household & Bulky) Yard Waste Bulky (with C&D) TOTAL	2,018 648 1,129 3,796	Visits, FY19  Total  Average Daily Visits  Busiest Day of Week	144,847 466 Thursday	
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$162,812 \$136,053	Stormwater Retrofit Cost Estimate	\$13,700	
Nearest Center	Shanklin	6.2 miles (14 min)		





# Shanklin 80 Shanklin Road

Hours	M, T, Th, F, Sa, Su	Hours per Week	69	
Hours	7:30 a.m7:00 p.m.			
		e, yard waste, bulky waste, C batteries, used motor oil a		
Materials Accepted	tires, gasoline/oil mixture	accernes, used motor on e	and meers, cooking on,	
	Recyclable paper and cardboard, glass, metal, and plastic containers			
	Appliances and scrap metal			
	Oyster shells			
Tons Received, FY19		Vicito EV10		
MSW (Household & Bulky)	2,040	Visits, FY19  Total	148,924	
Yard Waste	226	Average Daily Visits	479	
Bulky (with C&D)	1,302	Busiest Day of Week	-	
TOTAL	3,568	busiest day of week	iliuisuay	
Costs, FY19		Chamber Datus it Cost		
MSW Compactor Pull Cost	\$16,890	Stormwater Retrofit Cost	\$20,000	
Disposal, All Waste	\$10,400	Estimate	•	
Nearest Center	Gate	6.2 miles (14 min)		

ST. HELENA CONVENIENCE CENTER OPERATING HOURS 7:30am - 7:00pm Closed Wednesdays & Holidays	St. Helena 639 Sea Island Parl	kway	
Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week 69	
Materials Accepted	Car batteries, rechargeable tires, gasoline/oil mixture	te, yard waste, bulky waste, on the batteries, used motor oil a board, glass, metal, and plastifications.	and filters, cooking oil,
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	3,664 1,251 1,745 6,660	Visits, FY19 Total Average Daily Visits Busiest Day of Week	333,520 1,072 Thursday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$287,211 \$238,109	Stormwater Retrofit Cost Estimate	\$0
Nearest Center	Cuffy Shanklin	6.9 miles (11 min) 11.4 miles (21 min)	



CIOSED  CONTRACTOR CONTRACTOR  COPERATING HOURS  7:30am - 7:00 pm  Closed  Mondays, Wednesdays, Fridays & Holidays	Cuffy 152 Cuffy Road		
Hours	T, Th, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	46
Materials Accepted		te, yard waste, bulky waste, ( e batteries, used motor oil a	
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	206 28 56 290	Visits, FY19 Total Average Daily Visits Busiest Day of Week	18,747 90 Monday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$20,891 \$16,522	Stormwater Retrofit Cost Estimate	\$6,000

6.8 miles (12 min)

St. Helena

COFFIN POINT CONVENIENCE CENTER OPERATING HOURS 7:30am - 7:00 pm Closed Mondays, Wednesdays, Fridays & Holidays	Coffin Point 10 Cee Cee Road			
Hours	T, Th, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week	46	
Materials Accepted	Residential household was Car batteries, rechargeable tires	•		
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	324 112 180 617	Visits, FY19  Average Dail Busiest Day o	•	22,008 120 Saturday
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$31,317 \$22,011	Stormwater Retrof Estimate	it Cost	\$11,000
Nearest Center	St. Helena	7.0 miles (13 min)		



**Nearest Center** 



# Pritchardville 270 Gibbett Road

Hours	M, T, Th, F, Sa, Su 7:30 a.m7:00 p.m.	Hours per Week 69	
Materials Accepted	Car batteries, rechargeab tires, gasoline/oil mixture	iste, yard waste, bulky wasto de batteries, used motor oi e I paper, glass, metal, and pla	l and filters, cooking oil,
Tons Received, FY19  MSW (Household & Bulky)  Yard Waste  Bulky (with C&D)  TOTAL	1,772 379 781 2,933	Visits, FY19 Total Average Daily Visits Busiest Day of Week	
Costs, FY19 MSW Compactor Pull Cost Disposal, All Waste	\$116,180 \$107,562	Stormwater Retrofit Cost Estimate	\$9,800
Nearest Center	Bluffton	7.0 miles (12 min)	

<sup>\*</sup> All FY19 visits are extrapolated to 52 weeks based on available data from July 1, 2018 to June 30, 2019.





# BEAUFORT COUNTY COUNCIL

# **Agenda Item Summary**

Item Title:
Daufuskie Island Ferry embarkation location update
Council Committee:
Public Facilities
Meeting Date:
January 21, 2020
Committee Presenter (Name and Title):
David Wilhelm, ACA Public Works & Sustainability
Issues for Consideration:
Issues for Consideration:
This item is being presented for information only. Staff will present an update on the status of the ferry embarkation alternative location analysis.
Points to Consider:
The current embarkation location at Buckingham Landing presents many challenges. Staff has evaluated alternative locations, and has selected the CC Haigh landing as the preferred alternative.
Funding & Liability Factors:
N/A. Item for information only.
Council Options:
N/A. Item for information only.
Decemmendation
Recommendation:
N/A. Item for information only.

# Beaufort County Heritage Tourism Corporation (HTC)

Mission: Bringing Our Heritage to Life

### Elements of a multi-year vision:

### "Who we are":

- Achieve an influential operational model to encourage, quantify, and promote Heritage Sites.
- Operate HTC as a public charity with active participation by all Beaufort County Governments.

### "How we operate":

- Form collaborative partnerships to increase efficiency and mutual success of the numerous Heritage attractions.
- Communicate with Beaufort County DMOs, the experts who market the Heritage of Beaufort County.
- Operate informed through data: Build useful sources and share extensively with stakeholders.
- Measure Heritage attractions against objective standards, encouraging continuous improvement.
- Communicate clearly and reduce administrative requirements, while holding Heritage organizations accountable.

# "Expected Outcomes":

- Report an increase in the annual visitation rates for a majority of Beaufort County Heritage attractions.
- Demonstrate increased utility and economic impact from A-Tax investments.
- Achieve national and international recognition for Beaufort County as a must-see Heritage destination.

# Actions to Operationalize Heritage Tourism in Beaufort County: 2020-2022

Achieve national and international recognition for Beaufort County as a must-see Heritage destination.

- Increase annual visitation rates for Beaufort County
- Formalize and engage a network of 120+ sites
- Simultaneously spur economic development and historic preservation

### BUILDING HERITAGE TOURISM: KEY ELEMENTS

- Collaborative network of stakeholders representing Beaufort County's 500+ year history
- · Shared space for historic organizations, events, and programming
- · County and State support for a community-serving model

### BEAUFORT COUNTY HERITAGE CENTER PROPOSAL

- 1501 Bay Street, Beaufort
- Multi-Organization occupancy in 12,000 sq-ft facility
  - · Dynamic activities: displays, programs, events
  - · Meeting and Lecture space for all
  - Public Access and Visitor Information
  - Venue for USCB/TCL partnership activities
- Initial occupants: Gullah-Geechie Corridor, Heritage Library, Pat Conroy Literary Center, Reconstruction Beaufort, Santa Elena Foundation

### FINANCIAL RESOURCES

- Request \$90,000 annually for three years from County 3% A-Tax
  - · Facility operations, utilities and insurance
  - Updated signage and displays
  - Part-Time Director and Facility Manager
- Pursue state grant for capital investment to achieve "Federal museum standards" for facility to expand quality of offerings

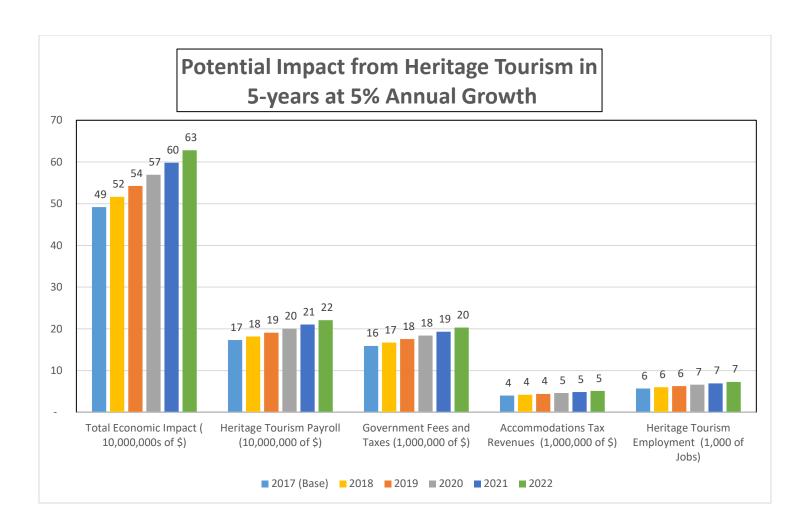
# The Investment to Become Operational:

Proforma Operational Budget for				
Beaufort County Heritage Tourism Corporation				
Revision: December 8, 2019				
Expense Item	Mor	ithly	Ann	nual
Executive Director (20 Hours per Week)	\$	3,000.00	\$	36,000.00
Employer Social Security	\$	186.00	\$	2,232.00
Employer Medicare	\$	45.00	\$	540.00
Total Payroll Expense:	\$	3,231.00	\$	38,772.00
1/3rd Share of Recuring Expenses:				
- Reimburse County for Property Insurance:	\$	102.78	\$	1,233.33
- Cleaning Service	\$	187.78	\$	2,253.33
- Landscape Maintenance	\$	98.33	\$	1,180.00
- Routine Building Maintenace and Inspections	\$	163.33	\$	1,960.00
- Phone and Internet	\$	166.67	\$	2,000.00
- Website and Computer	\$	83.33	\$	1,000.00
- Supplies	\$	100.00	\$	1,200.00
Total 1/3rd Share of Recuring Expenses:	\$	902.22	\$	10,826.67
Liability Insurance:			\$	875.00
Workers Compensation Insurance:			\$	500.00
Professional Services - Tax and Audit:			\$	5,800.00
Ofice Supplies:	\$	300.00	\$	3,600.00
Total Other Organizational Expenses:			\$	10,775.00
T. 10 15				
Total Operational Expenses for				
Beaufort County Heritage Tourism Corporation:			\$	60,373.67
Water, Sewer, Gas and Electric for 1501 Bay Street:	\$	2,500.00	\$	30,000.00
Building Utilities and Operational Expense for				
Beaufort County Heritage Tourism Corporation:			\$	90,373.67

# County-Wide Benefit From Investment in Heritage Tourism:

(Please see attached report by Drs. Carey and Salazar for complete data).

			Year				
Revenue Item	2017 (Base)	2018	2019	2020	2021	2022	5-year Delta
Total Economic Impact ( 10,000,000s of \$)	49	52	54	57	60	63	\$ 135,930,529
Heritage Tourism Payroll (10,000,000 of \$)	17	18	19	20	21	22	\$ 47,796,710
Government Fees and Taxes (1,000,000 of \$)	16	17	18	18	19	20	\$ 4,392,877
Accommodations Tax Revenues (1,000,000 of \$)	4	4	4	5	5	5	\$ 1,105,126
Heritage Tourism Employment (1,000 of Jobs)	6	6	6	7	7	7	1,575











# **Economic and Fiscal Impact Analysis**

# Estimated Impact of Heritage Tourism in Beaufort County, 2017

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Robert T. Carey, Ph.D, Regional Transactions Concepts, LLC

John Salazar, Ph.D.

University of South Carolina Beaufort Lowcountry and Resort Islands Tourism Institute

October 24, 2018

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### I. Introduction

This study of the economic and fiscal impact of tourism at heritage sites in Beaufort County, South Carolina in the year 2017 was performed by Regional Transactions Concepts, LLC, in association with Dr. John Salazar of the Low-country and Resort Islands Tourism Institute (LRITI) at the University of South Carolina, Beaufort. These impacts result from spending by tourists who indicated visiting heritage sites during their visit to the county.

The study examines spending by tourists classified into five segments according to their lodging arrangement while visiting the county: villa rental, timeshare, hotel, second homeowners and their non-paying guests, and finally those who visit for the day and do not lodge overnight. This was further broken down by the part of the county visited: Beaufort (city), Bluffton, or Hilton Head Island. The estimated impact from spending by each of these groups is summed in order to indicate the total impact that hertiage tourism had on the county in 2017.

### II. Model and Assumptions

The models generated by Regional Transactions utilized the Regional Economic Models, Inc. (REMI) PI<sup>+</sup> economic modeling engine. The REMI model is an input-output (IO) and computable general equilibrium (CGE) model; it is also 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 assuming all things constant except for normal economic growth. 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 REMI model generates a county level estimate of the resultant variation from the projected baseline, as well as the effects on every industry.

Visitor spending for each visitor segment was determined by a survey conducted by LRITI. Respondents reported spending in 23 categories,

including lodging, food, transportation, and entertainment. The total number of visitors in each location within the county is listed in Table 1. A list of spending by category reported in the survey is presented in Table 2. For purposes of generating inputs to the model, the mean expenditures reported by each group for each category were weighted according to the proportion of survey respondents reporting spending in that category; this was then divided by the average number of persons per party reported by the respondents. Finally, this weighted average spend per person in each category was multiplied by the total number of visitors to the county in 2017 that reported visiting heritage sites.

Table 1. Number of Heritage Visitors

By Location (2017)

Location	Count
Hilton Head Island	1,431,323
Beaufort	165,116
Bluffton	67,898

Output from the REMI model is then input to our own fiscal impact model in order to estimate the impact on local government revenue and expenditures.

The numbers reported in the following include direct, indirect, and induced impacts. Estimates 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 (i.e., Total Sales) is the dollar value of all goods and services produced within the county per year.
- *Net local government revenue* is the revenue

Table 2. 2017 Estimated Direct Spend by Spending Category (Thousands of 2015 Dollars)

Spending Category	ННІ
Transportation (around your trip destination)	\$16,186
Lodging	\$144,770
Food-dining out	\$70,502
Food-groceries	\$35,195
Beaches	\$2,119
Shopping	\$50,185
Spas	\$2,136
Golf	\$9,472
Biking	\$3,420
Parks	\$2,036
Performance/visual arts	\$6,670
Festivals	\$4,379
Museum/historical tours	\$9,052
Boating/sailing	\$4,282
Nature based activities	\$3,857
Dolphin tours	\$4,088
Tennis	\$771
Fishing	\$2,804
Sporting events	\$1,794
Other cultural activities	\$5,001
Other sport activities	\$882
Other outdoor activities	\$3,651
Other expenses	\$16,056
Total	\$399,310

collected by local (county and municipal) governments from all sources, including taxes, licensing, and fees, less expenses. Detailed impact estimates for *gross* local government revenue and expenditures are presented in the Appendix.

### III. Results

Impact estimates for each visitor segment are presented in the Appendix and represented by visitor segment and part of the county visited in Figure 1. Additionally, the estimated municipal-level impact of heritage tourism spending associated with that municipality is presented in the Appendix as well.

The total output multiplier for tourist spending was estimated from the model estimates. The output multiplier is the ratio of total economic impact to direct spending for each segment. The estimated output multiplier for total Beaufort County heritage tourist spending by all segments is **1.23**; this means that every dollar spent by heritage tourists in the county increases total county output by \$1.23.

Total economic impact (the impact on output or total sales) on Beaufort County from heritage tourist spending was approximately \$492.2 million in 2017. Tourist spending generated a positive impact on net revenues (i.e., net of the impact on expenditures) to local governments in Beaufort County of approximately \$4.7 million, not including revenues generated by state and local ATAX and local hospitality taxes.

Beaufort County charges a three percent ATAX within unincorporated areas of the county, while most municipalities charge their own three percent ATAX, with the exception of Beaufort (city), which charges a one percent ATAX, and Hilton Head Island, which charges a one percent ATAX plus a two percent beach renourishment fee. The revenue impact on ATAX county-wide was therefore estimated by calculating an average of the ATAX rate weighted according to the proportion of heritage tourism visitors in each location.

The impact on ATAX for the county and all municipalities from heritage tourist spending, including the Hilton Head Island beach renourishment fee was estimated to be nearly **\$4** million in 2017. The impact on

revenue from the county-wide two percent hospitality tax was estimated to be \$1.3 million, and the 2.5 percent recreation tax revenue impact was approximately \$777,100. Including the above, the net impact on local governments' revenue was estimated at \$10.7 million.

### IV. Conclusion

As visitors to Beaufort County bring their income with them to spend during their visit, they create a net inflow of funds to the region that generates income to local businesses and households. In this way, tourism is a true export industry. The 5,775 jobs that comprise the estimated total employment impact generated by heritage tourists in 2017 represent 5.5 percent of all jobs in Beaufort County.

<sup>&</sup>lt;sup>1</sup> Total employment in Beaufort County, South Carolina was 105,618 according to the Bureau of Economic Analysis (BEA), Table CA4, in 2016, the most recent year for which data are available.

# **Appendix**

Table A1. Est. Impact of Beaufort Heritage Visitors on Beaufort

Category	Units	2017
Total Employment	Individuals (Jobs)	38
Total Compensation	Thousands of Fixed (2015) Dollars	\$ 1,105
Output	Thousands of Fixed (2015) Dollars	\$ 3,136
Net Local Government Revenue*	Thousands of Fixed (2015) Dollars	\$ 30

<sup>\*</sup> Excluding hospitality & ATAX

Table A2. Est. Impact of Bluffton Heritage Visitors on Bluffton

Category	Units	2017
Total Employment	Individuals (Jobs)	21
Total Compensation	Thousands of Fixed (2015) Dollars	\$ 596
Output	Thousands of Fixed (2015) Dollars	\$ 1,692
Net Local Government Revenue*	Thousands of Fixed (2015) Dollars	\$ 16

<sup>\*</sup> Excluding hospitality & ATAX

Table A3. Est. Impact of HHI Heritage Visitors on HHI

	<u> </u>	
Category	Units	2017
Total Employment	Individuals (Jobs)	1,223
Total Compensation	Thousands of Fixed (2015) Dollars	\$ 36,697
Output	Thousands of Fixed (2015) Dollars	\$ 104,624
Net Local Government Revenue*	Thousands of Fixed (2015) Dollars	\$ 963

<sup>\*</sup> Excluding hospitality & ATAX

Table A4. Total, All Municipalities plus remainder of County - Est. Economic Impact

Category	Units	2017
Total Employment	Individuals (Jobs)	5,775
Total Compensation	Thousands of Fixed (2015) Dollars	\$ 173,530
Output	Thousands of Fixed (2015) Dollars	\$ 492,240
Net Local Government Revenue	Thousands of Fixed (2015) Dollars	\$ 4,621
Net Local Gov Rev incl ATAX/HTAX	Thousands of Fixed (2015) Dollars	\$ 10,704

Table A14. Est. Local Gross Revenue Impact (\$1000s), Beaufort County

Table A14. Est. Local Gross Revenue Impact (\$1000s), Beautort County			
Category	Revenue Type		2017
Charges	Air Transporation	\$	165.5
Federal Intergovernmental	Air Transporation	\$	53.4
Tax	Alcoholic Bev Sales	\$	1.4
Charges	All Other	\$	65.4
Federal Intergovernmental	All Other	\$	12.4
State Intergovernmental	All Other	\$	43.1
Tax	Amusements Lic	\$	0.1
Intergovernmental to State	Correctional Institutions	\$	0.1
Tax	Death and Gift	\$	0.0
Tax	Documentary and Stock Transfer	\$	3.0
Misc	Donations from Private Sources	\$	6.6
Employee Retirement	Earnings on Investments (calculated)	\$	1.5
Federal Intergovernmental	Education	\$	0.7
State Intergovernmental	Education	\$	973.3
Revenue	Electric Utilities	\$	574.2
Federal Intergovernmental	Electric Utilities	\$	0.6
Intergovernmental to State	Electric Utilities	\$	0.4
Intergovernmental to State	Elementary-Secondary Ed	\$	2.5
Charges	Elementary-Secondary Ed - Other	\$	33.9
Charges	Elementary-Secondary Sch Lunch	\$	19.9
Charges	Elem-Sec Ed Tuition and Transporation	\$	2.5
Misc	Fines and Forfeits	\$	24.1
Employee Retirement	From Other Governments	\$	0.0
Revenue	Gas Utilities	\$	226.6
Intergovernmental to State	General - Other	\$	1.8
Federal Intergovernmental	General Local Gov Support	\$	2.0
State Intergovernmental	General Local Gov Support	\$	56.7
Misc	General Rev, NEC	\$	108.6
Tax	General Sales/Gross Rcpts	\$	338.2
Intergovernmental to State	Health - Other	\$	1.7

Table A14. (cont'd) Est. Local Gross Revenue Impact (\$1000s), Beaufort County

Category	Revenue Type	caarore	2017
Federal Intergovernmental	Health and Hospitals	\$	40.9
State Intergovernmental	Health and Hospitals	\$	36.2
Federal Intergovernmental	Highways	\$	2.4
State Intergovernmental	Highways	\$	13.5
Charges	Hospital Public	\$	2,984.3
Charges	Housing and Community Dev	\$	6.4
Federal Intergovernmental	Housing and Community Dev	\$	56.3
State Intergovernmental	Housing and Community Dev	\$	4.5
Misc	Interest Earnings	\$	123.2
Intergovernmental to State	Judicial and Legal Serv	\$	1.4
Intergovernmental to State	Libraries	\$	0.0
Employee Retirement	Local Empl Contribution	\$	0.0
Charges	Misc Commercial Activities	\$	1.7
Tax	Motor Vehicle Lic	\$	98.7
Federal Intergovernmental	Natural Resources	\$	9.9
Charges	Natural Resources - Other	\$	1.2
Tax	Occupation/Business Lic	\$	391.7
Intergovernmental to State	Other Higher Ed	\$	0.0
Tax	Other Licenses	\$	13.0
Tax	Other Selective Sales	\$	186.4
Charges	Parking Facilities	\$	7.3
Charges	Parks and Rec	\$	9.5
Tax	Property	\$	1,148.9
Tax	Public Utilities Sales	\$	65.1
Tax	Public Utility Lic	\$	67.0
Federal Intergovernmental	Public Welfare	\$	2.1
State Intergovernmental	Public Welfare	\$	3.1
Intergovernmental to State	Public Welfare	\$	0.5
Charges	Regular Highways	\$	9.3
Intergovernmental to State	Regular Highways	\$	0.2

Table A14. (cont'd) Est. Local Gross Revenue Impact (\$1000s), Beaufort County

Category	Revenue Type	2017
Misc	Rents	\$ 10.3
Misc	Sale of Property	\$ 73.8
Charges	Sea and Inland Port Facilities	\$ 1.9
Charges	Sewerage	\$ 610.8
Federal Intergovernmental	Sewerage	\$ 30.3
State Intergovernmental	Sewerage	\$ 9.6
Intergovernmental to State	Sewerage	\$ 0.0
Charges	Solid Waste Mgt	\$ 256.4
Misc	Special Assessments	\$ 5.3
Tax	Tax, NEC	\$ 182.2
Revenue	Transit Utilities	\$ 11.4
Federal Intergovernmental	Transit Utilities	\$ 19.8
State Intergovernmental	Transit Utilities	\$ 17.8
Revenue	Water Utilities	\$ 572.2
Federal Intergovernmental	Water Utilities	\$ 11.4
State Intergovernmental	Water Utilities	\$ 18.9
Intergovernmental to State	Water Utilities	\$ 0.1
Tax	ATAX (County & Municipal) *	\$ 4,029.8
Tax	Hospitality Tax	\$ 1,276.2
Tax	Recreation Tax	\$ 777.1
Total		\$ 15,920.3

<sup>\*</sup> Includes Hilton Head Island beach renourishment fee

Table A15. Est. Local Expenditure Impact (\$1000s), Beaufort County

Category	Expenditure Type	2017
Current Ops	Air Transporation	\$ 16.0
Construction	Air Transporation	\$ -
Other Capital Outlay	Air Transporation	\$ 0.6
<b>Employee Retirement</b>	Benefit Pmts	\$ -
Current Ops	Central Staff Serv	\$ 58.3
Construction	Central Staff Serv	\$ -
Other Capital Outlay	Central Staff Serv	\$ 0.9
Current Ops	Correctional Institutions	\$ -
Construction	Correctional Institutions	\$ -
Other Capital Outlay	Correctional Institutions	\$ -
Current Ops	Corrections - Other	\$ -
Other Capital Outlay	Corrections - Other	\$ -
Current Ops	Electric Utilities	\$ 109.1
Construction	Electric Utilities	\$ -
Other Capital Outlay	Electric Utilities	\$ 0.6
Interest on Debt	Electric Utilities	\$ -
Current Ops	Elementary-Secondary Ed	\$ 1,472.6
Construction	Elementary-Secondary Ed	\$ -
Other Capital Outlay	Elementary-Secondary Ed	\$ 74.9
Current Ops	Financial Admin	\$ 53.2
Construction	Financial Admin	\$ -
Other Capital Outlay	Financial Admin	\$ 0.6
Current Ops	Gas Utilities	\$ 47.2
Construction	Gas Utilities	\$ -
Other Capital Outlay	Gas Utilities	\$ 0.8
Interest on Debt	Gas Utilities	\$ -
Interest on Debt	General	\$ -
Current Ops	General - Other	\$ 71.1
Construction	General - Other	\$ 15.5
Other Capital Outlay	General - Other	\$ 19.3

Table A15. (cont'd) Est. Local Expenditure Impact (\$1000s), Beaufort County

Category	Expenditure Type	2017
Current Ops	General Public Bldgs	\$ 21.5
Construction	General Public Bldgs	\$ -
Other Capital Outlay	General Public Bldgs	\$ 6.1
Current Ops	Health - Other	\$ 36.9
Construction	Health - Other	\$ -
Other Capital Outlay	Health - Other	\$ 1.7
Current Ops	Hospitals	\$ 755.1
Construction	Hospitals	\$ -
Other Capital Outlay	Hospitals	\$ 32.0
Current Ops	Housing and Community Dev	\$ 65.4
Construction	Housing and Community Dev	\$ 8.6
Other Capital Outlay	Housing and Community Dev	\$ 1.1
Current Ops	Judicial and Legal Serv	\$ -
Construction	Judicial and Legal Serv	\$ -
Other Capital Outlay	Judicial and Legal Serv	\$ -
Current Ops	Libraries	\$ 25.5
Construction	Libraries	\$ -
Other Capital Outlay	Libraries	\$ 0.5
Current Ops	Local Fire Protection	\$ 90.2
Construction	Local Fire Protection	\$ -
Other Capital Outlay	Local Fire Protection	\$ 5.1
Current Ops	Misc Commercial Activities, NEC	\$ 1.1
Construction	Misc Commercial Activities, NEC	\$ -
Other Capital Outlay	Misc Commercial Activities, NEC	\$ 0.0
Current Ops	Natural Resources - Other	\$ 2.9
Construction	Natural Resources - Other	\$ -
Other Capital Outlay	Natural Resources - Other	\$ 1.6
Current Ops	Parking Facilities	\$ 3.1
Construction	Parking Facilities	\$ 0.1
Other Capital Outlay	Parking Facilities	\$ 0.2

Table A15. (cont'd) Est. Local Expenditure Impact (\$1000s), Beaufort County

Category	Expenditure Type	2017
Current Ops	Parks and Rec	\$ 54.5
Construction	Parks and Rec	\$ -
Other Capital Outlay	Parks and Rec	\$ 11.4
Current Ops	Police Protection	\$ 177.7
Construction	Police Protection	\$ -
Other Capital Outlay	Police Protection	\$ 9.5
Current Ops	Protective Inspection and Reg NEC	\$ 9.3
Construction	Protective Inspection and Reg NEC	\$ -
Other Capital Outlay	Protective Inspection and Reg NEC	\$ 0.5
Assistance & Subsidies	Public Welfare - Fed Categorical Assistance Progs	\$ 0.1
Current Ops	Public Welfare - Other	\$ 8.0
Construction	Public Welfare - Other	\$ 0.1
Other Capital Outlay	Public Welfare - Other	\$ 0.0
Current Ops	Public Welfare - Vendor Pmts for Medical Care	\$ 0.2
Current Ops	Public Welfare Institutions	\$ 6.5
Construction	Public Welfare Institutions	\$ -
Other Capital Outlay	Public Welfare Institutions	\$ 0.0
Current Ops	Regular Highways	\$ 47.5
Other Capital Outlay	Regular Highways	\$ 8.6
Current Ops	Sea and Inland Port Facilities	\$ 1.5
Construction	Sea and Inland Port Facilities	\$ -
Other Capital Outlay	Sea and Inland Port Facilities	\$ 0.0
Current Ops	Sewerage	\$ 95.2
Construction	Sewerage	\$ 36.2
Other Capital Outlay	Sewerage	\$ 4.3
Current Ops	Solid Waste Mgt	\$ 66.5
Construction	Solid Waste Mgt	\$ -
Other Capital Outlay	Solid Waste Mgt	\$ 6.4
Salaries and Wages	Total	\$ 1,498.7

Table A15. (cont'd) Est. Local Expenditure Impact (\$1000s), Beaufort County

Category	Expenditure Type	2017
Current Ops	Transit Utilities	\$ 16.4
Construction	Transit Utilities	\$ -
Other Capital Outlay	Transit Utilities	\$ 1.8
Interest on Debt	Transit Utilities	\$ -
Current Ops	Water Utilities	\$ 101.8
Construction	Water Utilities	\$ -
Other Capital Outlay	Water Utilities	\$ 7.4
Interest on Debt	Water Utilities	\$ -
Employee Retirement	Withdrawls	\$ 0.0
Total		\$ 5,216.2

# ADD-ONS

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

