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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070

CITY COUNCIL REGULAR MEETING AGENDA

December 14, 2021

STATEMENT OF MEDIA NOTIFICATION

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

REGULAR MEETING - Council Chambers, 2nd Floor - 7:00 PM

Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC

I. CALL TO ORDER

A. Stephen D. Murray III, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mayor Pro Tem, Mike McFee

III. CITY COUNCIL ORGANIZATION

A. Appointment of City Attorney

IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation - Alexander Thomas, Beaufort High School

V. PUBLIC COMMENT

VI. MINUTES

A. Special Worksession and Special Meeting - November 30, 2021

B. Special Worksession - December 7, 2021

VII. OLD BUSINESS

A. FY 2022 Budget Amendment - 2nd Reading

VIII. NEW BUSINESS

A. Request from Downtown Beaufort Merchants and Beaufort Area Hospitality Associations to serve alcohol, waiver of Drinking in Public and Loud and Unseemly Noise Ordinances to conduct a St. Patrick's Day Sip and Stroll on Saturday, March 12, 2022 with a rain date of Sunday, March 13, 2022 from 10 AM to 4 PM

B. Request from Downtown Beaufort Merchants Association for Street Closures for First Friday events on April 1, 2022, June 3, 2022, and September 2, 2022, beginning at 4:00 PM - 8:30 PM

- C. Authorize the City Manager to enter Into Contract for Training Services with Rescue Training, Inc.
- D. Approval of 1.1% Hospitality Fund allocation recommendation

IX. REPORTS

- City Manager's Report
- Mayor Report
- Reports by Council Members

X. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/6/2021
FROM:
AGENDA ITEM
TITLE: Stephen D. Murray III, Mayor
MEETING
DATE: 12/14/2021
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/7/2021
FROM: Bill Prokop, City Manager
AGENDA ITEM
TITLE: Appointment of City Attorney
MEETING
DATE: 12/14/2021
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Appointment of William B. Harvey, III as City Attorney for a 2 year term. His term will expire on December 31, 2023.

PLACED ON AGENDA FOR: Action

REMARKS:



PROCLAMATION

WHEREAS, the character education movement reinforces the social, emotional, and ethical development of students; and

WHEREAS, schools, school districts and states are working to instill important core ethical and performance values including caring, honesty, diligence, fairness, fortitude, responsibility, and respect for self and others; and

WHEREAS, character education provides long-term solutions to moral, ethical, and academic issues that are of growing concern in our society and our schools; and

WHEREAS, character education teaches students how to be their best selves and how to do their best work; and

WHEREAS, the Eleven Principles of Effective Character Education include: Promoting core ethical and performance values; Teaching students to understand, care about and act upon these core ethical and performance values; Encompassing all aspects of the school culture; Fostering a caring school community; Providing opportunities for moral action; Supporting academic achievement; Developing intrinsic motivation; Including whole-staff involvement; Requiring positive leadership of staff and students; Involving parents and community members; and assess results and strives to improve; and

WHEREAS, the Beaufort County School District's Character Education program was formed to support parents' efforts in developing good character in their children; and

WHEREAS, the purpose of the Character Education program is to integrate good character traits into the total school environment, as well as into the community; and

WHEREAS, each school's counselor identified a list of character words and definitions deemed important regardless of a person's political leanings, race, gender, or religious convictions; and

WHEREAS, the words are friendship, kindness, acceptance, courage, tolerance, respect, gratitude, compassion, citizenship, perseverance, honesty, integrity, self-control, forgiveness responsibility and cooperation; and

WHEREAS, Alexander Thomas was selected as the winner by Beaufort High School as the student of the month.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims November 2021 as

ALEXANDER THOMAS AS BEAUFORT HIGH SCHOOL STUDENT OF THE MONTH

The City of Beaufort thereby pronounces *Respect/Gratitude* as the word for the month of November and applauds Alexander Thomas, the Beaufort County School District, and Beaufort High School for their work and specifically honors Alexander Thomas as Beaufort High School student of the month.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 14th day of December 2021.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK



City Council Special Worksession Meeting Minutes – Planning Conference Room – 1st Floor

November 30, 2021

I. CALL TO ORDER

5:01PM

Mayor Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, and Mayor Murray.

Absent - Phil Cromer.

II. PRESENTATIONS

A. Interview of Applicants for Boards and Commissions - Design Review Board.

Council held a question-and-answer session for all applicants.

Erik Petersen and William Suter.

III. DISCUSSION ITEMS

A. Beaufort County Connects - Bicycle and Pedestrian Plan.

Juliana Smith, Long Range Planner with Beaufort County, went over the Beaufort Connects Bicycle and Pedestrian Plan 2021. She stated this process started in 2019 with a county wide task force. She went over the guiding principles, plan implementation, and funding sources.

A copy of the presentation is attached.

B. Design Study for The Point Project.

Neal Pugliese, Project Manager, and Jared Fralix, Beaufort County Assistant Administrator - Engineering, talked about The Point Storm Drainage Project. They went over the four problem areas within the city, and The Point has the highest priority. Mr. Pugliese stated they will be prioritizing the drainage issues and they will be repaired accordingly. Mr. Fralix said that the city, and the county have a working relationship with SCDOT, and that repairs will be done jointly. They went over the project phases, grant applications, design criteria, recommendations, and the path moving forward.

A copy of the presentation is attached.

IV. EXECUTIVE SESSION

Mayor Pro Tem, McFee made a motion to go into Executive Session and seconded by Councilman Lipsitz.

A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Boards and Commissions.

Mayor Pro Tem, McFee made a motion to come out of Executive Session and seconded by Councilman Lipsitz.

All were in favor.

Mayor Pro Tem, McFee made a motion to appoint William Suter and Erik Petersen to the Design Review Board for a two-year term to expire June 30, 2023. Councilman Mitchell seconded the motion.

All were in favor.

V. ADJOURN

7:04 PM

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City Council Special Regular Meeting
Meeting Minutes – City Hall Council Chambers, 2nd Floor

November 30, 2021

I. CALL TO ORDER

7:05PM

Stephen D. Murray III, Mayor

Council members in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, and Mayor Murray

Absent - Phil Cromer

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation - Sarah Mansker, Beaufort Elementary School.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Approval was unanimous.

B. Proclamation proclaiming Friday, December 3, 2021, as Arbor Day.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

Approval was unanimous.

Mayor Pro Tem, McFee, made a motion to adjust the agenda to move Item E., FY-2022 Budget Amendment - 1st reading, under New Business to Item A. Councilman Lipsitz seconded the motion.

Approval was unanimous.

IV. PUBLIC COMMENT

No public comment.

V. MINUTES

A. Worksession and Regular Meeting - November 9, 2021.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

Minutes approved as presented.

VI. OLD BUSINESS

A. 2021 General Obligation Bond Ordinance - 2nd reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

Approval was unanimous.

B. Salary and Benefit Budget adjustment - 2nd reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Approval was unanimous.

C. Authorization to allow the City Manager to enter into a Sales Contract and other documents for the purchase of 591 Robert Smalls Parkway - 2nd reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Approval was unanimous.

D. Authorization to allow the City Manager to enter into a Sales Contract and other documents for the purchase of 1100 Boundary Street - 2nd reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

Approval was unanimous.

VII. NEW BUSINESS

A. FY-2022 Budget Amendment - 1st reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Kathy Todd, Finance Director, stated that this was to secure Mead and Hunt, the City's Engineering Firm, for work related to the parallel road. The total contract is \$978,043.75 which will be split with Beaufort County. The City's cost is \$489,021.88. This will be funded under TIF II, as this project was part of the redevelopment plan and project list associated with the TIF II District.

Approval was unanimous.

B. Street Closure request from Holy Trinity Classical Christian School to host Swing Bridge Run 5k on Saturday, October 15, 2022, from 7:45 am - 9:30 am.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Approval was unanimous.

C. Request from Open Land Trust for Street Closure, waiver of Drinking in Public, and waiver of Noise Ordinance to host Brunch on the Bluff Event on Saturday, April 23, 2022, from 10:30 am - 2:30 pm.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

Approval was unanimous.

- D. Request from Beaufort History Museum for 10 complimentary parking spaces for volunteers, December 3 - 5, 2021, and March 11 - 13, 2022, to host Civil War Reenactment Events at the Beaufort Arsenal.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

Mayor Pro Tem, McFee, made a motion to amend by granting two parking spaces in front of the Beaufort Arsenal, and eight other spaces at 500 Carteret Street. The motion was seconded by Neil Lipsitz.

Mayor Pro Tem, McFee, withdrew his amended motion, and Councilman Lipsitz withdrew his second.

Mayor Pro Tem, McFee, made a motion to amend by granting two parking spaces in front of the Beaufort Arsenal, and eight other spaces at 500 Carteret Street for the December 3rd through December 5th event only. The motion was seconded by Councilman Lipsitz. All were in favor.

Approval on the main motion was unanimous.

- E. Request from Beaufort Police Department to use the Henry C. Chambers Park, Allowance of Food Trucks in Marina Parking Lot and 15 parking spaces to host Movie in the Beaufort Waterfront Park Event, Friday, December 17, 2021, from 4:30 pm - 8:30 pm.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

Approval was unanimous.

VIII. REPORTS

City Manager's Report

Reece Bertholf, Deputy City Manager, reported that the city has been awarded a \$750,000 CDBG grant for the Calhoun Streetscape and Stormwater Project. Thanked staff for their work. He stated this will allow the city to address another major flooding area.

Invited all to join the holiday festivities this weekend. Night out on the Town will take place Friday night, December 3, 2021. Saturday evening, December 4, 2021, is the Lighted Boat Parade and on Sunday, the Christmas Parade will start at 3pm.

Reported there will be a special holiday event on Saturday, December 11, 2021, at the Waterfront Park. The Parris Island Marine Corps Band will put on a holiday concert starting at 1:30pm.

The Police Department will be hosting a Movie Night in the Park on Saturday, December 17, 2021, from 5:30 pm - 8:30 pm. Goonies will be shown and there will be food vendors and fun for all.

Arbor Day will be celebrated on Friday, December 3, 2021, starting at 10 am. There will be several trees planted at the Dowling Duck Pond on First Blvd.

Reminded all citizens that the tide regulated flap gates in the Mossy Oaks drainage basin are not to be manipulated in any way. The city will be actively monitoring these areas for any unauthorized activity.

Announced that Public Works is working to refinish the park furniture and will be doing preventative maintenance on a regular basis. He thanked Nate Farrow, Public Works Director, and his team for their hard work and stated it has not gone unnoticed.

Mayor's Report

Reported that there will be an Affordable Housing Meeting tomorrow, December 1, 2021, up in Charleston, SC., with their housing delegation.

Stated that he would be attending his first South Carolina Mayor's Board of Directors meeting.

He wished Beaufort High School's Football team good luck as they play for the State Championship on Thursday, December 2, 2021.

There will be a Special Worksession on Tuesday, December 7, 2021, beginning at 5pm.

Councilman Mitchell

Reported he is looking forward to visiting Riverview Charter School on Thursday, December 9, 2021.

Mayor Pro Tem, McFee

Reported he has a Local Area Transportation Study (LATS) meeting on Friday, December 3, 2021. They will be expanding their conversations to include public transportation.

Remembered Sonny Bishop, a local figure, who passed away on Thanksgiving Day.

Councilman Lipsitz

Nothing to report.

IX. ADJOURN

7:53PM

Motion to adjourn was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

All in favor.

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City Council Special Worksession Meeting Minutes – Planning Conference Room – 1st Floor

December 7, 2021

I. CALL TO ORDER

5:03PM

Mayor, Stephen D. Murray III

Members of Council in attendance - Phil Cromer, Neil Lipsitz, Mike McFee, Mitch Mitchell, and Mayor Murray

II. DISCUSSION ITEMS

A. 2021 Draft-Final Comprehensive Plan

Bill Prokop, City Manager, stated that the Metropolitan Planning Commission (MPC) held their 3rd workshop on Monday, December 6, 2021. They are working diligently to complete their analysis of the draft and have scheduled another workshop on Friday, December 17, 2021.

Mike Tomy, Chair of the Metropolitan Planning Commission, reported that the Commission has been working very diligently. They have received good responses from different organizations, as well as individuals within the community. He felt there were a few things missing that they wanted to see in the document, and they are in the process of working on this now. They have been reviewing the draft on a line-item by line-item basis.

Mayor Murray inquired when they think they might be ready to send the final document to Council.

Mr. Tomy feels good about the information they do have. There may be other items that arise, but they should be ready after the workshop on Friday, December 17, 2021. They have a regularly scheduled meeting on Monday, December 20, 2021, and the document will be put to a final vote.

Cynthia Jenkins with the Historic Beaufort Foundation stated that the city needs to take the time to go through the document. It needs to stand the test of time. She stated that in speaking with others, it is easy to delay the final plan for another year. She mentioned that there are so many other studies going on, that have yet to be finalized.

Mayor Murray stated that he spoke with the Municipal Association of South Carolina today, and that the General Assembly has already given a year extension. The expectation is to have this document finalized by December 31, 2021. Not speaking for Council, he stated he is O.K. with going beyond the deadline by a few months but feels that a year extension is not warranted.

Jessie White with the Coastal Conservation League stated that their only concern is about the Land Use Section. She mentioned it is only six pages long, and that it does not capture any of the land use analysis and how it relates to the other elements in the Comprehensive Plan.

Graham Trask, Citizen, inquired about what the Comprehensive Plan is used for, and how does it relate to the Strategic Plan and the Beaufort City Code. He thinks it is prudent to take the time to understand how the plans relate to one another.

Sue Cosner, member of the Metropolitan Planning Commission feels that the plan, as it is written, does not capture the character of the community. We need to articulate what our growth principles are.

David Prichard, Community and Economic Development Director, presented the Summary of Public Comments and Staff Responses. He, along with members of Council, and members of the Metropolitan Planning Commission went over all the pages of comments and gave their individual input and concerns.

III. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice - regarding pending litigation.

There was no Executive Session. Was deferred until the next meeting on December 14, 2021.

IV. ADJOURN

8:45 PM

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CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/6/2021
FROM: Kathy Todd, Finance Director
AGENDA ITEM
TITLE: FY 2022 Budget Amendment - 2nd Reading
MEETING
DATE: 12/14/2021
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The City's Indefinite Engineering Contract Firm, Mead & Hunt has proposed the scope of work related to Parallel Road in the attached contract. The total cost of the services, \$978,043.75 will be borne 50% by the City and 50% by the County toward this project. The City's portion of \$489,021.88 is proposed to be funded by the TIF II proceeds as this project was part of the redevelopment plan and project list associated with the TIF II District.

Since the City is already under contract with Mead & Hunt, once the funding for the project is authorized, the City Manager will execute the project scope of this project with Mead & Hunt.

PLACED ON AGENDA FOR: Action

REMARKS:

Approve the TIF II budget amendment, authorizing the use of \$489,021.88 of TIF II funds for the engineering work on Parallel Road.

First Reading was held on November 30, 2021.

ATTACHMENTS:

Description	Type	Upload Date
Contract for IDC Engineering on Parallel Road	Backup Material	12/6/2021

**TASK ORDER #1
TO
MASTER SERVICES AGREEMENT**

BETWEEN: CITY OF BEAUFORT (CLIENT)
Beaufort, SC, 29902

AND: Mead & Hunt, Inc. (CONSULTANT)
A Wisconsin Corporation

EFFECTIVE DATE:

RECITALS

This is the First Task Order to the Master Services Agreement - City of Beaufort RFQ 2021-114 IDC-01, dated effective 5/28/2021, between the Client of City of Beaufort and Mead & Hunt, Inc. The Professional Services Agreement effective 5/28/2021, is referred to herein as the Contract.

AGREEMENT

1. Services to be Provided. The Scope of Services is to: Provide Professional Services for Parallel Road Project. The full Scope of Services is defined in Exhibit A.
2. Schedule. The project shall be completed. Please See Exhibit A.
3. Consideration. The services shall be provided for the lump sum of **\$978,043.75**, as described in Exhibit B. Progress payments shall be made in accordance with the Contract.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT between the OWNER and the CONSULTANT dated (5/28/2021) All work, and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the OWNER and CONSULTANT.”

Accepted by: CITY OF BEAUFORT

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Date: _____

EXHIBIT “A”
SCOPE OF SERVICES FOR
City of Beaufort Boundary Street Parallel Road

Project Location

The project is located in the City of Beaufort, Beaufort County, South Carolina. The project termini are from Hogarth Street near the intersection of Fourth Street east to Greenlawn Drive near the intersection with Greenlawn Circle.

Project Description

Boundary Street is a four-lane divided minor arterial which serves as the gateway to the City of Beaufort. The proposed two-lane parallel roadway will provide local traffic access to businesses along Boundary Street and provide economic development opportunities along Beaufort’s waterfront properties. The proposed improvements also include pedestrian accommodations such as a boardwalk and/or multi-use pathway will parallel the proposed roadway improvements.

INTRODUCTION

The work will include all work associated with development of construction plans. It is anticipated that no NEPA coordination will be required as part of this contract.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

TASK 2: PUBLIC INVOLVEMENT & STAKEHOLDER INTERACTION

TASK 3: FIELD SURVEYS

TASK 4: ENVIRONMENTAL PERMITTING AND DEVELOPMENT OF
MITIGATION REQUIREMENTS

TASK 5: ROADWAY DESIGN AND PLAN DEVELOPMENT

TASK 6: SHARED USE PATH STRUCTURAL DESIGN

TASK 7: GEOTECHNICAL

TASK 8: HYDROLOGY/HYDRAULIC DESIGN, POST CONSTRUCTION
STORMWATER MANAGEMENT, AND EROSION AND SEDIMENT
CONTROL

TASK 9: UTILITY COORDINATION

TASK 10: SUBSURFACE UTILITIES ENGINEERING (SUE)

TASK 11: RIGHT OF WAY ACQUISITION SERVICES

TASK 12: LANDSCAPING AND IRRIGATION PLANS

TASK 13: SPECIFICATIONS, BID DOCUMENTS AND BID EVALUATION

TASK 14: BOUNDARY STREET PARALLEL ROAD EXTENSION PLANNING

These tasks are detailed in the following sections. Items with an asterisk (*) denote tasks which have been assigned manhours.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Project goals and objectives will be determined through coordination between Mead & Hunt, Inc. (**CONSULTANT**), City of Beaufort (**CITY**), Beaufort County (**COUNTY**), and the South Carolina Department of Transportation (**SCDOT**), assuming that this project will be executed in accordance with the Intergovernmental Agreement (IGA) between the **CITY, COUNTY** and **SCDOT**.

1.1 *Project Management and Coordination

The **CONSULTANT** will manage the project to conform to the “SCDOT standards for Highway Construction in compliance with all Federal standards”. The process will include the following duties:

- 1.1.1 *Coordinate with **CITY** and **COUNTY** Project Managers. Arrange and attend project meetings, conferences and on-site review meetings. Prepare and distribute meeting minutes.
- 1.1.2 *Manage and monitor the project schedule as set forth in the contract. Keep the **CITY/COUNTY** up to date on the schedule and items that may affect the overall project schedule.
- 1.1.3 *Prepare monthly invoices for **CITY** review, approval and payment. Review subconsultant invoices and cost submittals included for payment in monthly invoices. Monitor payments to subconsultants for services provided.
- 1.1.4 *Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered that were satisfactorily resolved during the previous month.
- 1.1.5 *Provide overall management of all design efforts including the management of the **CONSULTANT’S** subconsultants and team members. Monitor subconsultant activities for adherence to overall project schedule and budget.
- 1.1.6 *Coordinate activities and design with other stakeholder agencies. Implement quality assurance and quality control measures to produce plans that conform to the **CITY, COUNTY** and **SCDOT** guidelines and standards, as applicable.
- 1.1.7 *The **CONSULTANT** will provide the **CITY** with a public notice letter for Eminent Domain (ED) to gather and perform non-dynamic field investigations. The ED letter will be printed in the local paper to satisfy all Federal, State, and Local municipality guidelines.

Assumptions:

- 1) *Management time for the project is assumed to be 18 months*
- 2) *6 project meetings in Beaufort*
- 3) *6 meetings with **COUNTY/CITY/SCDOT***
- 4) *6 miscellaneous meetings*
- 5) *The new alignment roadway will be owned and maintained by Beaufort County.*

Deliverables:

- 1) *18 Monthly status reports will be provided.*
- 2) *Meeting minutes for each meeting.*

TASK 2: PUBLIC INVOLVEMENT & STAKEHOLDER INTERACTION

- 2.1 *Community Relations Support – The **CONSULTANT** will coordinate with the **CITY** to identify the stakeholders and determine at what stages throughout the project development process to engage the stakeholders and solicit feedback.
 - 2.1.1 *Initial Stakeholder Meetings – The **CONSULTANT** will host stakeholder meetings identified by the **CITY**. It is assumed that four (4) stakeholder meetings will be held. These stakeholders are HMV Hotels LLC, Riverview Baptist Church, C&S Properties of Beaufort Inc. and 303 Associates.
 - 2.1.2 *Public Information Meeting (PIM) – The **CONSULTANT** will organize one (1) Public Information Meeting. This PIM will be held near the project location to facilitate discussions and obtain public feedback. The PIM will be held prior to finalizing the 30% Roadway Plans.
 - 2.1.2.1 *PIM Materials – The **CONSULTANT** will develop a Project Handout and a 42” x 96” (approximately) layout illustrating the proposed improvements, typical sections, limits of the project, etc.
 - 2.1.2.2 *PIM Material Review Meeting - One (1) meeting will be held with the **CITY** to review the materials that will be presented at the PIM.
 - 2.1.3 *Press Releases/Newsletter – The **CONSULTANT** will organize the distribution of quarterly press releases to keep the public informed of pertinent project information. The form of the releases will be coordinated with the **CITY**’s Public Information Officer (**PIO**).
- 2.2 The **CONSULTANT** will provide the **CITY** with a public notice letter for Eminent Domain to gather and perform

Assumptions:

- 1) *Four (4) stakeholder meetings – approximately 3 hours each*
- 2) *The **COUNTY** will provide the **CONSULTANT** with the most recent aerial photography of the project corridor to be used with the PIM materials.*
- 3) *No response will be provided to comments received from the PIM.*

Deliverables:

- 1) *Comment forms collected and reviewed from each meeting*
- 2) *Three (3) 42”x96” project layout drawings will be provided for the PIM.*
- 3) *One hundred fifty (150) project handouts will be provided at the PIM.*

TASK 3: FIELD SURVEYS

The survey and mapping shall be performed to the requirements of the **SCDOT** “Preconstruction Survey Manual” dated August 2012 (or latest edition).

Surveying services are as follows:

Field Surveys - Field surveys will follow **SCDOT** standards and will be used to supplement the aerial photography and mapping along the survey corridor. The ground survey will consist of the following tasks:

- 3.1 *Primary Survey Control (PSC) will consist of at least 18" long #5 Rebar with a 2" aluminum cap stamped with a PSC identification number and the Project Control Number (PCN). PSC will be set in pairs beyond the beginning and end of main survey alignment and a pair in the middle of the project corridor.
- 3.2 *Main Survey (MSC) will consist of sufficient material to last a reasonable amount of time (bridge spikes, rebar, etc) and distributed evenly throughout the project. An effort will be made to position MSC in safe, recoverable and convenient locations.
- 3.3 *Courthouse Research: The **CONSULTANT** will conduct courthouse research to obtain deeds and/or plats of record from the County Register of Deeds in order to plot the property. **CONSULTANT** will obtain **SCDOT** record plans for the most current docket and other right-of-way (R/W) information to assist in the establishment of the R/W and plot existing properties. Based on preliminary GIS information, we estimate 13 property owners.
- 3.4 SC Grid Tie (Horiz.): Horizontal datum for this project will be based on the South Carolina State Plane Coordinate System (NAD 83/2011).
- 3.5 Vertical Control tie: Vertical datum for this project will be based on the South Carolina State Plane Coordinate System utilizing the NAVD 88 vertical datum as directed.
- 3.6 *Temporary Bench Marks (TBM's): **CONSULTANT** will set and establish horizontal location and elevation for eight temporary benchmarks outside the construction limits using differential digital leveling that will be located along the project corridor. These TBM's will be clearly marked in the field and plotted on the maps. Benchmarks shall have a third (3rd) order closure accuracy of $0.04 \times$ the square root in miles and will be based on NAVD 88 vertical datum. The elevations will be tied to a minimum of one control Azimuth pair.
- 3.7 ***CONSULTANT** will field locate and survey detectable property monuments for the impacted parcels. The monuments that are found will be tied into the survey and mapping horizontal control and used to create the Property Map.
- 3.8 ***CONSULTANT** will perform detailed planimetric and topographic surveys at 50-foot intervals along the project corridors. The detailed survey will gather all

information necessary for design of the project, including survey of trees greater than 8" diameter at breast height, per COUNTY's tree ordinance.

- 3.9 *CONSULTANT will perform surveys of existing drainage outfalls within the project area. For this Project, CONSULTANT will obtain cross sections at 100-foot intervals upstream and downstream from the proposed roadway for 300 feet in each direction. All cross-sections should extend from bank to bank of the existing channel plus 10 feet on each side. Provide sufficient break lines along top of bank, bottom of bank, etc. to provide for accurate cross sections at any location within the survey limits.
- 3.10 *CONSULTANT will compute a best fit alignment, based on field survey monumentation, the existing centerline and SCDOT record plans, will be computed to assist establishment of existing R/W according to SCDOT record plans. The geometry of these roads as shown on the SCDOT plans will be held as close as possible if the existing centerline permits.
- 3.11 *CONSULTANT shall provide survey location of the underground utilities such as telephone pedestals, water valves, water meters, gas valves, fire hydrants, fiber optic poles, etc. as marked in the field by the SC811 Utility Locates. This will be used as a supplement to SUE task.
- 3.12 *CONSULTANT will field survey existing storm sewer and gravity sanitary sewer structures within the project limits. Information shown on the mapping will include top and invert elevations, pipe size and pipe material.
- 3.13 *CONSULTANT will field survey wetland boundaries within the project limits as delineated by a biologist or other designated wetland expert and prepare a wetlands map for submittal purposes if needed.
- 3.14 *CONSULTANT will process acquired survey data and prepare base mapping to include breaklines that reflect field conditions. Each point of the processed survey will include Point ID, Description and Elevation. Complete mapping and line work will be included displaying all planimetric information. The final product of the survey will consist of a survey base map of the project area at a scale of one-inch equals 50 feet.
- 3.15 *Production of Base Mapping: A total of 5 base plan files (best – fit alignment, DTM, property map, planimetric and TIN) are estimated for this project. Time will be estimated to edit and merge all planimetric data and to edit and merge all field DTM data for an overall DTM and TIN files. All files will be completed in Microstation/Geopak format.

- 3.16 *Traffic Control & Safety: WORK ZONE SAFETY is required by **SCDOT** safety guidelines. Work zone devices will be placed at each end of the work area, if along an existing roadway, each day consisting of a **BEGIN SURVEY** sign and an **END SURVEY** sign at the end of the work zone.
- 3.17 *R/W Staking: After the approval of R/W plans, **CONSULTANT** will stake proposed R/W lines to assist with the R/W acquisition process. The **CONSULTANT** will stake 100' on tangents and 50' in curves.
- 3.18 *OCRM Boundary: The **CONSULTANT** will survey the OCRM Boundary as described and marked in Task 4. The boundary will be completed in Microstation/Geopak format.

Assumptions:

- 1) *Field surveys for property closures will not be performed.*

Deliverables:

- 1) *The **CONSULTANT** will provide a flash drive containing all survey files.*

TASK 4: ENVIRONMENTAL PERMITTING AND DEVELOPMENT OF MITIGATION REQUIREMENTS

- 4.1 *Wetlands / Water Quality – Upon receiving Notice to Proceed, McCormick Taylor (**SUBCONSULTANT**) shall begin with a desktop survey of the study area. This will include a review of the United States Fish and Wildlife Service (USFWS) National Wetland Inventory maps, soil survey data, and aerial photographs, prior to performing the field investigation. The field investigation will use the methodology of the USACE Wetlands Delineation Manual to document hydrological conditions, vegetation, and soils. In addition, a photo log with photographs of wetland and upland areas will be included. Features will be flagged and a map showing the extent of features will be developed. Wetlands and critical areas will be mapped using a Trimble Geo 7x GPS receiver that provides submeter accuracy. Critical areas identified within the project area will be surveyed and registered on a plat. Upon completion of the field investigation, a jurisdictional determination request will be submitted to the ACOE concurrently with a request to certify the critical line, to be submitted to SCDHEC OCRM.
 - 4.1.1 During the wetland delineation, **SUBCONSULTANT** staff will perform a tree survey in compliance with the Beaufort County's grand tree ordinance (Division 5.11.100.F.1.a.). Grand trees are defined as: live oak, black walnut, or longleaf pine that are equal to or greater than a diameter of 24 inches DBH; loblolly pine, slash pine, or shortleaf pine that are equal to or greater than a diameter of 36 inches DBH; all other species of trees, not define above, that are equal to or greater than a diameter of 30 inches DBH except those identified as invasive species in Table 5.11.100.C. All grand trees will be flagged and their location collected via survey.

- 4.2 Following completion of the environmental jurisdictional determination, **SUBCONSULTANT** shall quantify the anticipated impacts to waters of the U.S. and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S., including proximity of 303(d), TMDL, ORW, tidal, and shellfish beds. If the project will be constructed in the vicinity of 303(d), TMDL, ORW, tidal, and shellfish beds, then stormwater control measures, both during construction and post-construction would be required in accordance with the **CITY** and SCDHEC's requirements. **SUBCONSULTANT** shall also include a discussion regarding the overall effects to water quality.
- 4.3 *Threatened & Endangered Species Survey - **SUBCONSULTANT** will consult with the USFWS IPaC website to determine if habitat or species are possibly present at the site. During the field investigation, **SUBCONSULTANT** will perform a survey for federally listed threatened or endangered species/habitat. If habitat is present, the results of the survey will be incorporated into the environmental document.
- 4.4 *Migratory Birds - The federal Migratory Bird Treaty Act, 16 USC § 703-711, states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

SUBCONSULTANT will conduct a habitat survey at the site to determine if any migratory birds, or migratory bird habitat is present.

- 4.5 *Floodplains – Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, **SUBCONSULTANT** shall include either a 'no effect' statement or a 'conditional letter of map revision;' otherwise **SUBCONSULTANT** will include a statement that "based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths." A floodplain checklist will be completed and included as an Appendix to the environmental document.
- 4.6 Permit Acquisition
- 4.6.1 *Permitting – **SUBCONSULTANT** will flag the critical line at the site and coordinate with contracted surveyors to record the flagged locations, to create a surveyed plat. Once completed, **SUBCONSULTANT** will submit a request to SCDHEC OCRM to certify the surveyed critical line. This will result in a site visit by OCRM and ACOE personnel to determine that the critical line is accurately depicted on the plat.

Upon agreement of the critical line location, **SUBCONSULTANT** will draft the permit impact drawings for the Critical Area and ACOE permit applications. Upon completion, they will be submitted to the corresponding agencies along with accompanying site maps, photographs, and descriptions of work to be performed. Additionally, prior to submittal, a wetlands mitigation worksheet will be completed to determine the number of wetland credits to be purchased, and where to purchase them. Additionally, a Coastal Zone Consistency review application will be submitted to SCDHEC's Bureau of Water.

4.6.2 C-SWPPP – Refer to Task 2 H&H for detailed scope of services

4.6.3 *Pre-Application Meeting

4.6.3.1 **SUBCONSULTANT** will schedule an onsite meeting with the USACE Charleston District, SCDHEC, SCDNR, and USFWS to review the proposed project, discuss any particular regulatory concerns, and establish a timetable for acquisition of the permit. **SUBCONSULTANT** will make a determination of the aquatic significance of the stream and confirm these findings with resource and regulatory agency personnel.

4.6.4 Preparation and Submittal of a Clean Water Act Section 404/401 Application

4.6.5 *Preparation of Drawings and Maps

4.6.5.1 As part of the Clean Water Act Section 404/401 permit application package, **SUBCONSULTANT** will submit drawings depicting the proposed impacts to waters of the U.S. on the subject property, including fill placed for construction of the new facility, as well as any impacts from mechanized land clearing (clearing and grubbing), and any impacts to jurisdictional streams (e.g., culvert extensions, stream channel re-alignments or the placement of riprap in stream channels). **SUBCONSULTANT** will include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.

4.6.6 *Agency Coordination During the Joint Public Notice or Dissemination of a Permit Authorization Request

4.6.6.1 Following dissemination of the Joint Public Notice (or permit authorization request) for the project and prior to the

reconnaissance of the project site by any of the regulatory or commenting agencies, **SUBCONSULTANT** will meet with agency representatives to discuss the project and to answer any questions (for this meeting, a conference call will suffice). Another such meeting (or conference call) should occur following the agencies reconnaissance of the project site to clarify any concerns and to address any questions prior to the release of any official comments by those agencies during the 30-day Joint Public Notice period. Since the project involves a new roadway alignment, **SUBCONSULTANT** will provide a tour of the project corridor for representatives of the regulatory and commenting agencies.

4.6.7 *Negotiations and Permit Acquisition

4.6.7.1 **SUBCONSULTANT** will work with the USACE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit acquisition. **SUBCONSULTANT** shall inform the **CITY** of all communications involving the subject property.

4.6.7.2 **SUBCONSULTANT** , with the **CITY**'s review and approval, shall also be responsible for expediting approval of the permit, coordinating any concessions in the project scope or in the mitigation, or special permit conditions requested by any of the resource or regulatory agencies. **SUBCONSULTANT** will also prepare the appropriate responses to agency or public comments received as a result of the public notice or from the dissemination of a permit authorization request, as directed by the **CITY**. The **CITY** will review and approve both the permit application and any of the supplemental information provided in support of the application (e.g., clarification, additional information or responses to comments, etc.), including any communication (e.g., e-mail, facsimile, phone calls, meetings, etc.), before it is submitted to the Charleston District Corps of Engineers (or other review and regulatory agencies).

4.6.8 *Mitigation Development

4.6.8.1 **SUBCONSULTANT** will work with the **CITY** to determine credit needs associated with the impacts from this project using the USACE's "Required Wetland

Mitigation Credit Table and Worksheet.”

4.6.8.2 **SUBCONSULTANT** will facilitate the acquisition of credits by identifying the appropriate mitigation banks and assisting the **CITY** in securing credits through available banks. The **CITY** will provide the financials required to obtain wetlands and/or stream compensatory mitigation. **SUBCONSULTANT** shall review the associated deliverables to confirm the needs of this project as outlined in the 404/401 permit package.

4.7 *Cultural Resources Survey

4.7.1 Brockington and Associates (**SUBCONSULTANT**) will perform a cultural resources survey in compliance with Section 106 of the Historic Preservation Act in anticipation of a Nationwide wetlands permit through the USACE. The survey will include:

4.7.1.1 A search of the subscriber’s version of the state’s online cultural resources database

4.7.1.2 Archival research of historic maps, plats, and aerial photographs of the property.

4.7.1.3 Archaeological survey following the SC Standards and Guidelines updated in 2013

4.7.1.4 Technical report summarizing the results of the survey and recommendations for SHPO and USACE review.

4.8 *QA/QC of Permit Materials

Deliverables

- 1) *GIS or MicroStation File of Delineation of critical line and/or other wetlands (NAD83 SC State Plane, International Feet)*
- 2) *ACOE Jurisdictional Determination*
- 3) *A joint section 404/401 permit application for submission to the USACE (digital) and OCRM.*
- 4) *Permit approval letters From USACE and OCRM.*
- 5) *GIS or MicroStation File of Final Permit Drawings (NAD83 SC State Plane, International Feet)*
- 6) *USACE Required Wetland and Stream Mitigation Credit Tables and Worksheets.*
- 7) *Any Additional Requested Information*
- 8) *Floodplain checklist or Electronic PDF Version of Bridge Replacement Scoping Trip Risk Assessment Form in appendix of environmental document.*

Assumptions

- 1) *Impacts within the project site will include wetland fill/clearing impacts, stream fill, and/or stream bank armor.*
- 2) *One (1) on-site meeting with the USACE Districts to review the site will be required during the critical line verification process.*

- 3) *Up to three (3) conference call meetings with the regulatory agencies will be required during the permitting process.*
- 4) *One (1) on-site meeting with the regulatory agencies will be required during the permitting process.*
- 5) *Cultural Resources Report will be completed by others and provided to **SUBCONSULTANT** to include in the permit packages.*
- 6) *The **CITY** shall provide all necessary compensatory mitigation for this project (Wetland and/or Stream mitigation) through purchasing credits through an available bank.*

TASK 5: ROADWAY DESIGN AND PLAN DEVELOPMENT

5.1 Conceptual Roadway Development

Prior to developing preliminary roadway plans, the **CONSULTANT** will develop conceptual roadway data in order to identify potential issues and define a clear path forward. This data will consist of necessary research and analysis to provide the most economical alternatives and typical sections for the project. The alignment will be evaluated based on impacts associated with roadway alternative alignments. The **CONSULTANT** will submit an aerial map detailing each conceptual alternative with associated alternative analysis to the **COUNTY/SCDOT** for review upon completion of the conceptual roadway alignment study.

The **CONSULTANT** shall conform to the following design standards during the development of the Conceptual Roadway Development:

1. The **SCDOT'S** Standard Specifications for Highway Construction, Latest Edition
2. The **SCDOT'S** Standard Drawings for Road Construction
3. The **SCDOT'S** Engineering Directive Memoranda and Instructional Bulletins, Latest Edition
4. Standard Provisions of the **SCDOT**
5. QA/QC Roadway Design Checklists
6. The **SCDOT'S** Highway Design Manual, latest edition
7. 2001 AASHTO "Green Book" or latest edition, and other applicable AASHTO standards
8. The **SCDOT'S** Access and Roadside Management Standards (ARMS) Manual, Latest Edition
9. National Cooperative Highway Research Program (**NCHRP**) Report 672 Roundabouts: An Informational Guide

5.1.1 *The **CONSULTANT** will develop conceptual design criteria based on **SCDOT** Highway Design Manual and the **CITY's** current standards dictated by the proposed roadway class in order to develop conceptual alignments based on the proposed design criteria, including proposed intersection realignment and configuration. Finally, the **CONSULTANT** shall work with the **CITY** and will

provide a Budget Validation Estimate within 60 days of the Notice to Proceed (NTP). The estimate shall include but not limited to design, R/W , utility relocation and construction.

Assumptions:

- 1) ***CITY** is to provide input of the design criteria, typical section(s), and overall project path forward as necessary.*
- 2) *A roundabout will be included in the design alternatives.*
- 3) *This roadway will be designed to Beaufort County standards, not by **SCDOT** standards.*

5.2 Preliminary Roadway Plans

- 5.2.1 *The **CONSULTANT** will establish the roadway geometric alignment and profile in sufficient detail and in the appropriate format, in order to clearly illustrate significant design features of the project.
- 5.2.2 *The **CONSULTANT** will prepare preliminary roadway plans. Development of preliminary plans will begin immediately upon receipt of survey data. Sections of the preliminary plans shall be completed as soon as the requisite decisions of the conceptual roadway development process have been made and the typical sections have been established then approved by the **CITY**.
- 5.2.3 *QC/QA
- 5.2.4 *Preliminary Cost Estimate
- 5.2.5 Preliminary plans layout will be developed and serve as the base documents for further refinement into the final R/W plans and construction documents.
- 5.2.6 *Representatives from the **CITY**, **COUNTY** and the **CONSULTANT**, involved in roadway, traffic, and hydrologic design, will perform one (1) Design Field Review (DFR) meeting during the preliminary plan development. All information gathered during field investigations will be evaluated and the plans revised accordingly.
- 5.2.7 The preliminary plans shall contain sufficient details of pertinent physical features to illustrate the design which will include:
 1. Detail plan layout, including all geometric data
 2. If necessary, section on structure type, size and centerline location
 3. Horizontal and vertical alignments
 4. Typical sections
 5. Limits of existing R/W and adjacent properties
 6. Type, size and location of major above ground utility facilities
 7. Preliminary cross-sections per **SCDOT** standards
 8. Limits and configuration of proposed R/W
 9. Preliminary cost estimate

Assumptions:

- 1) The **CONSULTANT** will submit the roadway design criteria for approval to the **CITY** prior to Preliminary Plan submittal.
- 2) **CITY/COUNTY** to provide one round of written comments within three (3) weeks after initial submittal.
- 3) One Design Field Review (DFR) will be scheduled at the completion of 30% plans.
- 4) The typical section(s) will be submitted for approval to the **CITY/COUNTY** prior to Preliminary Plan submittal.
- 5) The Preliminary plans will not be submitted to **SCDOT** for review and comment.

Deliverables:

- 1) Ten (10) half size sets of Preliminary Roadway Plans
- 2) One (1) electronic copy of all Microstation files upon request
- 3) Three (3) copies of the Preliminary Construction Cost Estimate

5.3 Right-of-Way (R/W) Plans

- 5.3.1 *The **CONSULTANT** will develop R/W plans. The plan sheets will depict property lines within and immediately adjacent to the project, property ownership, improvements on property, control of access, existing and proposed R/W, existing known utilities, construction limits and erosion control items that affect R/W requirements. Easements, both permanent and temporary, as a result of the proposed construction, will be shown. All plans shall be in accordance with the **SCDOT'S** Design Manual, latest edition as of the contract date.
- 5.3.2 *Prepare R/W data sheets showing a tabular listing of all property owners and mathematize the amount of R/W to be obtained from each.
- 5.3.3 *R/W plan production and property layout sheets will depict all parcels of property to be acquired as R/W, and will be assigned a parcel number, the property owner identified (name and tax map reference number), and areas of property obtained and remaining indicated. The entire parcel of property from which R/W is to be acquired will be shown. Reduced scale property parcel drawings will be used as appropriate. Finally, a R/W cost estimate will also be prepared based off of the R/W plans.
- 5.3.4 *QC/QA of R/W plans
- 5.3.5 *R/W Cost Estimate

Assumptions:

- 1) **CITY/COUNTY** to provide one round of written comments after R/W plans submittal. Comments related to the R/W plan submittal will be addressed and resubmitted for final R/W plans. Revisions/comments that are obtained during R/W negotiations will be revised under a contract modification for the second phase of this project.

- 2) *The R/W plans will not be submitted to **SCDOT** for review and comment.*

Deliverables:

- 1) *One (1) full size set of plans,*
- 2) *one (1) full-size set-in plan cover and*
- 3) *five (5) half size sets of Final Right-of-Way Plans*
- 4) *Two (2) electronic copies of all Microstation files upon request.*
- 5) *One (1) copy of the R/W Cost Estimate will be submitted with the submission of final R/W plans.*

5.4 Final Roadway Construction Plans

The approved preliminary plans will be further developed into final roadway plans consisting of:

- 5.4.1 *A cover sheet showing a location map, project layout and index of drawings, summary sheets showing summary of estimated quantities and proper signature blocks
- 5.4.2 *Typical roadway sections approved by the **CITY** for the mainline and crossroads for each significant change in section. These sections will show dimensions, a pavement schedule, and the stations over which the section applies. Also, the minimum Design Speed Criteria, and any exceptions (horizontal and vertical) to this criteria, should be shown in the box located in the lower right-hand corner of the first typical section sheet only.
- 5.4.3 *Details, including applicable **SCDOT** standards, Removal and Disposal Items; Reference Data Sheet; and additional clarifying construction details.
- 5.4.4 *A general inclusion sheet of clarifying or explanatory notes
- 5.4.5 *Roadway and drainage plan/profile sheets, at a scale of 1-inch equals 20 feet horizontal, and 1-inch equals 5 feet vertical, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edge of pavement, curb and gutter, curb and gutter profiles, and if needed, medians, sidewalks, driveways, construction limits, drainage and associated roadside ditches, R/W, control of access and easements. Proposed horizontal and vertical geometry will also be shown.
- 5.4.6 *Cross-sections will be developed at 50-foot intervals at a scale of 1-inch equals 5 feet, showing the existing ground line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of subgrade.
- 5.4.7 *The **CONSULTANT** will develop maintenance of traffic (MOT) design plans. MOT control plans during construction, including a description of the sequential steps to be followed in implementing the plans, will be developed at a scale of 1 inch equals 20 feet, unless otherwise agreed upon. The traffic control plans will include lane closures, detours, temporary pavement construction, traffic control devices, temporary lane

markings, construction signing, special details, sequencing notes and cross section views as needed.

- 5.4.8 *Final pavement marking/signing plans will be prepared at a scale of 1 inch equals 20 feet unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (SCDOT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition and SCDOT details will be incorporated into the plans.
- 5.4.9 *QC/QA of Construction plans
- 5.4.10 *Construction Cost Estimate
- 5.5 *SCDOT Encroachment Permit – The **CONSULTANT** will prepare and submit an SCDOT encroachment permit for the project for the proposed tie-in with Boundary Street.
 - 5.5.1 *The **CONSULTANT** will respond to all comments received by the **SCDOT** and make the appropriate revisions to the final plans based on **SCDOT**'s comments.
- 5.6 A set of Preliminary Construction Plans (assumed 95% complete) will be submitted to the **CITY/COUNTY** for review and comment prior to final plan delivery. Following review of the preliminary construction plans, the **CONSULTANT** shall finalize the plans and submit the Final Construction plans (signed and sealed by a Professional Engineer licensed in the state of South Carolina). As applicable, the final construction plans will address comments on the preliminary construction plans. The **CONSULTANT** will be responsible for updating all plan deliverables, as applicable and as necessary. The **CONSULTANT** shall also be responsible for providing responses to all **CITY/COUNTY** comments documented within typical comment matrices.

Assumptions:

1. **CITY/COUNTY** will provide appropriate staff to conduct design reviews and provide comments.
2. Preliminary Construction plans will be submitted to the **CITY** in accordance with the bid package schedule
3. **CITY/COUNTY**'s review and comment period will not exceed two weeks, otherwise the schedule will be adjusted at no cost to the **CITY/COUNTY** or **CONSULTANT**.
4. Staged construction will be evaluated.
5. No detour will be necessary
6. All comments will be made in writing.
7. All design work will be in Microstation format.

Deliverable:

1. Cost Estimate/ Bid Specifications
2. 3 full size sets of Final Construction Plans.
3. CD of Final Construction Plans and supporting calculations

TASK 6: SHARED USE PATH STRUCTURAL DESIGN

The Roadway Structures and Plans Scope of Services will be limited to the following:

1. Layout and design of a timber boardwalk along the north side of the proposed parallel road – estimated at 3,100 lineal feet
2. Boardwalk shall be 8'-0" maximum width between railings and utilize a pedestrian loading of 90 psf.
3. Coordination with roadway and geotechnical regarding location, tie-ins and foundation design

The following specific Scope of Services will be provided under this proposal:

6.1 Preliminary Plans

- 6.1.1 *The **CONSULTANT** will develop preliminary structure plans for the boardwalk. The preliminary plans will include a plan view layout to convey the boardwalk limits and configurations along with a typical section.
- 6.1.2 *The **CONSULTANT** will prepare a preliminary construction cost estimate.

6.2 Final Plans

- 6.2.1 *Using the Preliminary Structure Plans as a basis for further refinement, the **CONSULTANT** will provide Final Structure Plans to be included in the Construction Roadway Plans. These plans will include boardwalk quantities, details necessary for construction and specifications as required.
- 6.2.2 *The **CONSULTANT** will prepare a final construction cost estimate.

Deliverables:

- 1) All structure plans and construction documents will be included into the final construction submittal.*
- 2) One (1) electronic copy, in Microsoft Word format, of any Structure Construction Specifications and Supplemental Specifications, if required.*

TASK 7: GEOTECHNICAL

F&ME (**SUBCONSULTANT**) will perform a final geotechnical exploration for a parallel roadway along Boundary Street. The new alignment will be about 4,000 linear feet and will roughly follow the edge of the Salt Creek bluff. A round-a-bout is planned where the road connects to Boundary Street between the seafood market and an abandoned gas station. The **SUBCONSULTANT** will gather samples, conduct tests, and analyze necessary soil and foundation data for the new roadway alignment including the round-a-bout, shared-use path, culverts and bulkheads. The results of the sampling, testing, and analysis plus recommendations concerning the design will be compiled into a final report for submittal to the **CITY**.

- 7.1 *Field Exploration (Final Subsurface Exploration) – Prior to beginning the final subsurface field exploration, the **SUBCONSULTANT** will notify the **CITY** seven

(7) days in advance so the **CITY** can coordinate with the **SCDOT** , the **COUNTY**, and private property owners. **SUBCONSULTANT** has assumed that the **CITY** will obtain permission from property owners for **SUBCONSULTANT** to perform borings outside of the **SCDOT**, **COUNTY**, and **CITY R/W**.

SUBCONSULTANT will request an SC811 ticket prior to starting field work for the final exploration.

Final boring locations will be determined by the **SUBCONSULTANT**. The **SUBCONSULTANT** will provide copies of the proposed final subsurface exploration plans to the **CITY** prior to initiation of field work for review and acceptance.

7.1.1 *Recommendations for Pavement Thickness, cross line culverts, and bulkheads – Subsurface Exploration

- Final soil test borings will be performed at a frequency of approximately 500 feet within the **SCDOT R/W** , **CITY R/W** , **COUNTY R/W** or on private property with access permission obtained by the **CITY**.
- Eight (8) roadway soil test borings (SPT borings) will be performed up to a depth of 10 feet, or auger refusal (whichever occurs first).
- Four (4) soil test borings (SPT borings) will be performed for cross line culverts up to a depth of 20 feet, or auger refusal (whichever occurs first).
- Four (4) soil test borings (SPT borings) will be performed for bulk heads up to a depth of 40 feet, or auger refusal (whichever occurs first).
- Four (4) bulk samples will be obtained from near surface soils.

7.1.2 *Other Field-Testing Items Traffic control will be performed where borings occur in existing access roads and parking lots. Traffic control is expected to be cones and signs similar to a shoulder closure. An **SCDOT** style lane closure is not proposed.

- Clearing will be required in the wooded section of the proposed alignment.
- At the completion of field work, test locations will be located for latitude, longitude and elevation with GPS equipment.

7.1.3 * Field Engineering – The **SUBCONSULTANT** will provide oversight of drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

7.1.4 *Laboratory Testing – The **SUBCONSULTANT** will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. The laboratory testing will be performed on selected samples in order to evaluate the types of soils

encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:

- 20 Natural Moisture Content Tests
- 20 Grain Size Distributions with wash No. 200 Sieve
- 20 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 4 Standard Proctor Tests
- 4 California Bearing Ratio Tests
- 2 Triaxial Shear Tests

7.2 *Final Roadway Geotechnical Engineering Report and Pavement Report –
The Final Roadway Geotechnical Engineering Report include boring logs, boring plan, laboratory test results and recommendations for:

- Pavement thickness
- Site preparation and grading
- Culvert foundation improvements (if needed)
- Culvert and utility line fill
- Soil properties for bulkhead design.

The final report will be signed and sealed by a registered SC Professional Engineer. The **SUBCONSULTANT** will notify the **CITY'S** designated Project Manager prior to performing any work on site.

This scope of services does not include any work or activities associated with geotechnical exploration for mast-arms and overhead signs. Geotechnical **SUBCONSULTANT** will provide soil properties for bulkhead design to be used by others (if bulkheads are needed). Geotechnical **SUBCONSULTANT** will perform global stability of bulkheads, if the bulkhead design is provided to the Geotechnical **SUBCONSULTANT**.

Water based exploration and exploration in the marsh are not included. Geotechnical exploration will be land based and will occur on the bluff outside the normal highwater mark during high tide.

Clearing will be required in the wooded areas of the roadway alignment. **SUBCONSULTANT** will cut or push over trees and brush along the planned alignment where needed to make way for drill rig access.

Temporary shoring is not anticipated and recommendations for temporary shoring are not included.

Permission to access private property will be obtained by the **CITY**.

SUE data collected in Task 10 will be shared with Geotechnical **SUBCONSULTANT** if it is obtained prior to drill rig mobilization.

Deep foundation design and design for boardwalk posts in the marsh is not included.

Deliverable: 1. Geotechnical Engineering Report

TASK 8: HYDROLOGY/HYDRAULIC DESIGN, POST CONSTRUCTION STORMWATER MANAGEMENT, AND EROSION AND SEDIMENT CONTROL

All designs and documents will follow the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, latest edition;
- SCDOT Standard Drawings, latest edition;
- The Environmental Protection Agency's (EPA) National Pollution Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);
- FEMA Regulations, 44CFR Chapter 1;
- State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.; South Carolina State Water Law;
- AASHTO "Highway Drainage Guidelines" dated 2007;
- "SoLoCo Stormwater Design Manual";
- SCDOT Supplemental Technical Specifications.

8.1 Roadway Drainage

McCormick Taylor (**SUBCONSULTANT**) will perform all aspects of the roadway drainage and drainage design and will follow all guidelines for roadway surface drainage and sediment and erosion control. The impacts to the existing hydrology due to the proposed project will be evaluated. Based on this evaluation, design alternatives to control flooding and manage the runoff associated with the project will be examined. Designs will be performed for ditches, storm sewer facilities, cross line culverts and energy dissipaters as necessary. In addition, an erosion and sediment control plan will be provided to aid in controlling erosion during the construction of the project.

SUBCONSULTANT will provide the roadway hydrologic services listed below:

- 8.1.1 *Establish design criteria.
- 8.1.2 *Perform field investigation(s) to:
 - 8.1.2.1 Inventory the location and condition of the existing storm drainage appurtenances.
 - 8.1.2.2 Determine the boundaries of tributary watersheds draining through the area.
 - 8.1.2.3 Identify and evaluate the usability of drainage outfall ditches.
 - 8.1.2.4 Determine preliminary location of inlets, catch basins and sediment damn/basins.

- 8.1.3 *Data Collection
 - 8.1.3.1 Land use data for existing and proposed developments.
 - 8.1.3.2 Determine if there is any involvement in floodways or flood hazard areas.
 - 8.1.3.3 Identify flooding problems associated with the project based on historical information.
 - 8.1.3.4 Identify receiving stream(s) for the project and cross check with SC DHEC's most current 303(d) list and table for water bodies with approved TMDL's.
 - 8.1.3.5 Obtain plans of existing roads that will impact the project.
- 8.1.4 Preliminary Roadway Plans Engineering Services for Hydraulic/Hydrologic Design
 - 8.1.4.1 *Prepare the appropriate drainage basin map using existing topographic maps, information gathered from the field investigation(s) and available information from federal, state and local agencies.
 - 8.1.4.2 *Perform a hydrologic study of the watershed(s) affected by the roadway and pedestrian improvements.
 - 8.1.4.3 *Verify the adequacy of the existing storm drainage facilities for any additional flows caused by the proposed improvements.
 - 8.1.4.4 *Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches;
 - 8.1.4.5 *Prepare CAD drawings of preliminary drainage system layout and provide to CONSULTANT to incorporate into their plans. Provide drainage related details. Profiles and cross sections will not be completed at this stage.
 - 8.1.4.6 *Prepare a report summarizing the findings of the hydrologic analysis and computations, including cost estimates for upgrading any undersized storm water appurtenances affected by the proposed improvements.
 - 8.1.4.7 *Attend DFR and one field meeting with **CONSULTANT, CITY** and other stakeholders.
- 8.1.5 Right of Way Roadway Plans Engineering services for Hydraulic / Hydrologic Design
 - 8.1.5.1 *Update the drainage design as necessary to meet right of way needs and incorporate into the Right of Way plans.
 - 8.1.5.2 *Update CAD drawings of preliminary drainage system layout and provide to CONSULTANT to incorporate into their plans. Provide drainage related details. Profiles and cross sections will be completed at this stage.
 - 8.1.5.3 *Update report summarizing the findings of the hydrologic analysis and computations, including cost estimates for upgrading any undersized storm water appurtenances affected by the proposed improvements.
 - 8.1.5.4 *Attend DFR and one field meeting with **CONSULTANT, CITY**

and other stakeholders.

- 8.1.6 Final Roadway Plans Engineering Services for Hydraulic / Hydrologic Design
 - 8.1.6.1 *Update the drainage design as necessary and incorporate into the construction plans.
 - 8.1.6.2 *Update CAD drawings of preliminary drainage system layout and provide to CONSULTANT to incorporate into their plans. Provide drainage related details. Update profiles and cross sections will not be completed at this stage.
 - 8.1.6.3 *Prepare a report summarizing the findings of the hydrologic analysis and computations, including cost estimates for upgrading any undersized storm water appurtenances affected by the proposed improvements.
 - 8.1.6.4 *Attend DFR and one field meeting with **CONSULTANT, CITY** and other stakeholders.
- 8.1.7 ***SUBCONSULTANT** will provide Quality Control and Quality Assurance of the hydrologic and hydraulic design for completeness, correctness, accuracy and consistency with the above referenced standards.

8.2 Boardwalk H&H Considerations

- 8.2.1 *The objective of this study is to perform hydrologic, hydraulic and scour analyses at the location of a proposed pedestrian bridge crossing over Brickyard Creek and the surrounding marshland adjacent to the proposed road alignment. The hydrologic analysis will determine the 2-, 10-, and 100-year peak discharges for ultimate development conditions at the project location. The discharges will be used to develop a hydraulic model to determine the impacts associated with the construction of the proposed pedestrian bridge. The proposed pedestrian crossing should be designed to accommodate the 10-year storm event. A preconstruction hydraulic model and post-construction hydraulic model are developed to compare the differences in hydraulic characteristics such as water surface elevations, energy grade elevations, velocities, shear stresses, and Froude numbers, TIDEROUT2 will be utilized for tidal surge and HEC-RAS to model riverine flow. In addition, this report will examine the stability of the proposed pedestrian bridge during the 10 year design storm and 100 year storm event for scour conditions using the Maryland SHA Bridge Scour Program ABSCOUR Version 10.
- 8.2.2 ***SUBCONSULTANT** will utilize geotechnical information provided by **CONSULTANT** to determine the scour potential for the proposed boardwalk. The 100-year design flood scour will be used as the design basis. The results of this analysis will be provided to **CONSULTANT** to aid in the design of the pier depth. Design of hard (rock) armoring is not included in this scope of services.

8.3 FEMA Floodplain Analysis

- 8.3.1 *A portion of the project is located in FEMA Coastal Zone AE (Area of Special Flood Hazard) indicating that the area is determined to be inside the 1.0% annual chance flood. The roadway will be constructed in fill which may create an impact to the FEMA regulated water surface elevation, an analysis will be required to ascertain a no rise certification. It is assumed that the proposed road will not need to be outside the 1.0% annual chance floodplain. FEMA Flood Insurance Rate Maps for Beaufort County shows the flooding source, as Albergottie Creek and Salt Creek and Brickyard Creek. The FIRM map indicates portions of the proposed roadway alignment is currently overtopped during the 1.0% annual chance flood. **SUBCONSULTANT** will coordinate with **CONSULTANT** on the proposed grading and potential impacts to the FEMA flood plain.
- 8.3.2 ***SUBCONSULTANT** will obtain the FEMA Effective Model and create a second model incorporating the obtained survey data. A model for existing conditions will be prepared to compare against the proposed roadway alignment. A final conditions model will be prepared based on the chosen alternative and final roadway design. **SUBCONSULTANT** will follow requirements in the SCDOT Hydraulic Design Studies.
- 8.3.3 *It is anticipated that a no impact to the 100-year water surface elevation can be achieved with this project. A no rise certification will be prepared to accompany the proposed roadway and submitted to FEMA. In the event a no rise certification cannot be achieved, a supplement will be required to prepare a CLOMR/LOMR to document the change in the FEMA water surface elevations.
- 8.3.4 ***SUBCONSULTANT** will provide Quality Control and Quality Assurance of the FEMA study for completeness, correctness, accuracy, and consistency with the above referenced standards.

8.4 Post Construction Stormwater Management

- 8.4.1 The post construction stormwater management will follow the 2020 Southern Lowcountry Stormwater Design Manual (SoLoCo). The SoLoCo design manual indicates that the project location is within the Bacteria and Shellfish Watershed Protection Area. The Bacteria and Shellfish Watershed Protection Areas are either impaired or have TMDLs, or the receiving waters are classified for shellfish harvesting. These watersheds require greater protection due to their Clean Water Act status or water quality classification. **SUBCONSULTANT** will collaborate with **CONSULTANT** to identify suitable locations for the post construction stormwater bmp locations. **SUBCONSULTANT** will provide locations of geotechnical borings and infiltration tests to **CONSULTANT**. **SUBCONSULTANT** will coordinate with **CONSULTANT** to ensure proposed stormwater BMP locations are captured in the topographic survey. The project shall meet the following performance requirements:
- 8.4.1.1 *Water Quality: Implementation of Better Site Design and retain

- 95th percentile storm on-site with approved infiltration/filtering BMPs. Fulfill MEP requirements or as a last resort, fulfill off-site credit and/or fee in lieu requirements
- 8.4.1.2 *As a pollutant removal minimum, intercept and treat stormwater runoff volume to at least an 80 percent reduction in total suspended solids load, 30 percent reduction of total nitrogen load and 60 percent reduction in bacteria load.
 - 8.4.1.3 *Peak Control: Control the post development peak runoff discharge rate for the 2, 10, and 25-year 24 design storm events to the pre-development discharge rates.
 - 8.4.1.4 *Accommodate the 100-year, 24-hour storm event conveyance through the site and downstream without causing damage/inundation of structures. Provide 10% rule analysis
 - 8.4.1.5 *Complete a natural resources inventory for new site development applications. This is a requirement of the permit application.
- 8.4.2 ***SUBCONSULTANT** will prepare a Stormwater Management Concept Plan and Report based upon **CONSULTANT's** Preliminary Roadway Plans. This plan will include low impact style post construction stormwater BMPs. The concept plan will include:
- 8.4.2.1 *Pre and Post Hydrology and Hydraulics
 - 8.4.2.2 *Siting and preliminary sizing of post construction stormwater BMPs
 - 8.4.2.3 *Typical details
 - 8.4.2.4 *Engineer's opinion of probable costs
- 8.4.3 ***SUBCONSULTANT** will prepare a Stormwater Management Preliminary Plan and Report based upon **CONSULTANT's** Right of Way Plans.
- 8.4.3.1 *Updated Pre and Post Hydrology and Hydraulics
 - 8.4.3.2 *Grading and Drainage layout of post construction stormwater BMPs
 - 8.4.3.3 *Cross sections and profiles
 - 8.4.3.4 *Preliminary landscaping design
 - 8.4.3.5 *Typical details
 - 8.4.3.6 *Engineer's opinion of probable costs
 - 8.4.3.7 *Draft Specifications
- 8.4.4 ***SUBCONSULTANT** will prepare a Stormwater Management Final Plan and Report based upon **CONSULTANT's** Final Construction Plans.
- 8.4.4.1 *Updated Pre and Post Hydrology and Hydraulics
 - 8.4.4.2 *Final Grading and Drainage layout of post construction stormwater BMPs
 - 8.4.4.3 *Final Cross sections and profiles
 - 8.4.4.4 *Final landscaping design
 - 8.4.4.5 *Typical details
 - 8.4.4.6 *Construction, inspection, and maintenance schedules
 - 8.4.4.7 *Engineer's opinion of probable costs
 - 8.4.4.8 *Final Specifications

- 8.4.5 Refer to 5.6 On Site Meetings for meeting information.
- 8.5 Erosion Prevention, Sediment Control and Comprehensive Stormwater Pollution Prevention Plan
- 8.5.1 Prepare an erosion and sediment control plan for inclusion in the roadway construction plans, outlining methods for minimizing the amount of erosion and sedimentation during construction and for conformance to the NPDES General Permit. The plan will be detailed on the drainage sheets prepared for the project. **SUBCONSULTANT** will prepare the NPDES General Permit application and obtaining necessary approvals from the South Carolina Department of Health and Environmental Control (SCDHEC). Prepare a Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) per SCDHEC checklist.
- 8.5.2 Provide the Erosion Control Data Sheet.
- 8.5.3 Identify the receiving stream(s) for this project. After this determination has been made, the stream(s) will be cross-checked with SC DHEC's most current 303(d) list (http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_08-303d.pdf) and table for water bodies with approved TMDL's (http://www.scdhec.gov/environment/water/tmdl/docs/tmdl_08sites.pdf) to see if this receiving stream(s) has either an approved TMDL or a soon-to-be TMDL target date. If listed, **SUBCONSULTANT** will provide the necessary best management practices to bring the project in conformance with SCDHEC requirements. This process should also be updated prior to construction.
- 8.5.4 Prepare and sign the Notice of Intent (NOI) as preparer and submit to SCDHEC.
- 8.5.5 Provide Quality Control and Quality Assurance of the erosion and sediment control plan for completeness, correctness, accuracy and consistency with the above referenced standards.
- 8.6 Project Meetings
- 8.6.1 Conduct a preliminary site visit and attend a project kickoff meeting to gain greater familiarity of the project location and identify potential project challenges.
- 8.6.2 Attend monthly project meetings with the design team. It is anticipated that there will be 12 meetings over the course of the project.
- 8.6.3 *Representatives from **SUBCONSULTANT** will attend one (1) design field review meetings following each of the milestone submissions for a total of three review meetings. All information gathered during these field investigations will be evaluated and plans revised accordingly. **SUBCONSULTANT** will provide a summary of each field review.

Assumptions:

- 1. All services described herein will be conducted with reference to SCDOT requirements and guidelines, such as “Requirements for Hydraulic Design Studies,” the “Plan Preparation Guide,” and the SCDOT Standard Drawings.*
- 2. The project falls within a TMDL for Dissolved Oxygen, Fecal Coliform Impairments.*
- 3. The project falls within the 303d list for Fecal.*
- 4. The project falls near shellfish areas.*
- 5. Project must comply with 2020 Southern Lowcountry Stormwater Design Manual.*

Deliverables:

- 1) NPDES permit application, Notice of Intent application and electronic PDF file of signed and sealed ½ size sets of plans bound individually.*
- 2) Signed and Sealed set of electronic drainage, stormwater, and erosion and sediment control sheets PDF file will be provided for inclusion in the Final Construction Plans.*
- 3) Electronic PDF file of the Signed and Sealed Stormwater Management Design Study/Report to include the Stormwater Pollution Prevention Plan (SWPPP) Checklist.*
- 4) FEMA No Rise Certification and associated data and models.*
- 5) Electronic PDF file of correspondence to the local municipal floodplain coordinator(s).*
- 6) Specifications related to drainage, erosion and sediment control, and stormwater components of the project*
- 7) Quantities and detailed cost estimate information for drainage, stormwater management, and erosion sediment control items.*
- 8) Electronic copy of the Erosion Control Data Sheet.*

Exclusions:

- 1) Geotechnical exploration, analysis, and design including slope stability computations. **CONSULTANT** will be required to provide up to 4 geotechnical borings and infiltration tests at proposed post construction stormwater bmp locations. **SUBCONSULTANT** will provide these locations to **CONSULTANT**.*
- 2) Utility test pits to determine vertical location of underground utilities*
- 3) Design of drainage system components that would be categorized by SCDOT as a “small structure” or bridge. This includes box culverts.*
- 4) Boardwalk design and associated geotechnical analysis related to said structure.*
- 5) FEMA CLOMR/LOMR*
- 6) Attendance at public meetings or stakeholder meetings, other than meetings with the Client or design team.*
- 7) Advertisement phase and Construction Phase services and support*

- 8) *As-Built review and certifications*
- 9) *Development of mitigation plans onsite or offsite.*
- 10) *SCDOT Encroachment Permits*
- 11) *Cultural Resources Report will be completed by others and provided to **SUBCONSULTANT** to include in the permit packages.*

TASK 9: UTILITY COORDINATION

General Responsibilities and Duties:

- The **CONSULTANT** shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT’s “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.
- These services shall be performed by individuals skilled and experienced in utility coordination services.
- The **CONSULTANT** shall work with designers of the Project to avoid conflicts with utilities where possible and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the **CITY** or some other source. The **CONSULTANT** will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.
- The utility company shall not begin their relocation work until authorized in writing by the **CITY**.
- The **CONSULTANT** shall prepare and maintain a Utility Conflict Matrix (UCM) in order to track each utility within the project limits during the life of the Project.

9.1 Early Utility Coordination (0% Final Plan Drawings)

- 9.1.1 *Project Preliminary Review: The **CONSULTANT** shall coordinate with the **CITY** to collect and review available project plans and the proposed scope of construction.
- 9.1.2 *Utility Introduction Letter: The **CONSULTANT** shall develop a Utility Introduction Letter for each utility company. This letter shall be populated by the **CONSULTANT** with the utility company’s information (to include the company’s email address) and electronically sent to the **CITY** for signature. The **CONSULTANT** will then distribute the letters via e-mail to the utilities.
- 9.1.3 *Utility Record Collection and Review: The **CONSULTANT** shall initiate early coordination with all utility companies that are located within

the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company's requirements for the relocation of their facilities.

- 9.1.4 *Site Visit: The **CONSULTANT** shall perform a site visit for a visual inventory of existing utilities within the proposed project limits.
- 9.1.5 *Coordination Meeting with Utility Companies: The **CONSULTANT** shall coordinate and conduct a preliminary review meeting with the utility companies (if deemed necessary) for the completion of Early Utility Coordination.
- 9.1.6 *Utility Clearance Separation Values: The **CONSULTANT** shall determine the minimum vertical separation values required by each utility. These values will provide the **CITY** vertical clearance design criteria during preliminary project development.
- 9.1.7 *Early Utility Coordination Email: The **CONSULTANT** shall prepare the Early Utility Coordination Email. Email to be used as an informal summary of the Early Utility Coordination tasks.

Deliverables:

*The **CONSULTANT** shall prepare and submit to the **CITY** an Early Utility Coordination Email which includes:*

- 1) *List of all utility companies and contact information within the project limits*
- 2) *Utility Introduction Letter*
- 3) *Early assessment of each Utility Company's facilities located within project limits*
- 4) *Site Visit documentation (notes, photographs, drawings, etc.).*
- 5) *Utility Companies Coordination Meeting Notes*
- 6) *Utility Records*
- 7) *Utility Clearance Separation Values*

9.2 Preliminary Utility Coordination (30% Final Plan Drawings)

- 9.2.1 *Initial Plan Distribution: The **CONSULTANT** shall provide the utility company with preliminary design plans as soon as the plans have reached a level of completeness adequate to allow the company to begin understanding the Project impacts.
- 9.2.2 *Coordination Meeting with Utility Companies: The **CONSULTANT** shall coordinate and conduct a review meeting with the utility companies to assess and explain the impact of the Project to the company. The **CITY's** Project Manager, Construction Manager and Utilities Manager (or designee) shall be included in this meeting.
- 9.2.3 *Collection and Review of Prior Rights Documentation: The **CONSULTANT** shall request the prior rights documents for each utility company's facilities. If there is a dispute over prior rights with a utility, the **CONSULTANT** shall be responsible for resolving the dispute and

making a recommendation to the **CITY**. The **CONSULTANT** shall meet with the **CITY's** to present the prior rights information gathered. This information must be sufficient for the **CITY's** to certify the extent of the utility company's prior rights. The **CITY** shall have final approval authority as to the **CONSULTANT's** determination of whether the utility company has prior rights.

9.2.4 *Preliminary Utility Report: The **CONSULTANT** shall prepare the Preliminary Utility Report.

9.2.5 *Progress Review Meeting: The **CONSULTANT** shall conduct a progress review meeting with the **CITY**.

Deliverables:

1) The **CONSULTANT** shall prepare and submit to the **CITY** a Preliminary Utility Report which includes:

- a. List of all utility companies and contact information within the project limits
- b. Utility Company Coordination Meeting Notes
- c. Preliminary recommendation as to the extent of each utility company's prior rights
- d. Preliminary assessment of the impact to each utility company, including costs, as can best be determined at the time
- e. Recommendations for In-Contract Utility Relocations
- f. Recommendations for early Utility Relocations prior to the start of construction
- g. Preliminary Utility Report to be delivered in an electronic format (pdf)

9.3 Final Utility Coordination (90% Final Plan Drawings)

9.3.1 *Relocation Drawing Request: The **CONSULTANT** shall request each utility company to provide a Relocation Drawing of their affected utilities. The utility company may use the **CITY's** design plans for preparing Relocation Drawings. These plans shall contain all available data that may be helpful to the utility company in assessing the utility impact. If a party other than the utility company or its agent prepares Relocation Drawings, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Drawings as shown.

9.3.2 *Utility Agreement Collection: The **CONSULTANT** shall be responsible for collecting the following from each utility company that is located within the project limits:

- Final relocation drawings including letter of "no cost" where the company does not have a prior right
- Utility Agreements including cost estimate, final relocation drawings and prior rights documentation where the company has a prior right
- Letters of "no conflict" with supporting documentation where the company's facilities will not be impacted by the Project

- Applicable approved permits
 - Easement acquisition documentation
- 9.3.3 *Utility Agreement Review: The **CONSULTANT** shall review all Relocation Drawings and Utility Agreements to ensure that relocations comply with the SCDOT’s “A Policy for Accommodating Utilities on Highway Rights of Way” and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The **CONSULTANT** shall also ensure that there are no conflicts with the proposed Project improvements and ensure that there are no conflicts between each of the utility company’s relocation plans.
- 9.3.4 *Final Utility Report: The **CONSULTANT** shall prepare the Final Utility Report.
- 9.3.5 *Utility Conflict Matrix: The **CONSULTANT** shall complete the Final Utility Conflict Matrix.

Deliverables

- 1) *The **CONSULTANT** is expected to assemble the information included in the Utility Agreements and Relocation Drawings in a final and complete form and in such a manner that the **CITY** may approve the submittals with minimal review. Each Utility Agreement and Relocation Drawing submitted must be accompanied by a certification from the **CONSULTANT** stating that the proposed relocation will not conflict with the proposed roadway and will not conflict with another utility company’s relocation plan. The report shall also contain the **CONSULTANT**’s recommendation for approval of the Utility Agreements and Relocation Drawings and the **CONSULTANT**’s recommendation that, from a utility’s standpoint, the Project is ready to be let to contract. The **CONSULTANT** shall prepare and submit to the **CITY** a Final Utility Report that includes:*
- a. *List of all utility companies and contact information within the project limits*
 - b. *Utility Companies Coordination Meeting Notes*
 - c. *All prior rights supporting documentation*
 - d. *Description of each utility company’s relocation plans*
 - e. *Final assessment and explanation of the Project impact to each utility company*
 - f. *Relocation Drawings*
 - g. *Letters of “No Cost”*
 - h. *Utility Agreements*
 - i. *Letters of “No Conflict”*
 - j. *Recommendation for approval of the Final Utility Agreements and Relocation Drawings*
 - k. *Verification of no conflict of the Final Utility Agreements, Relocation Drawings, and the Project*
 - l. *Final estimated utility relocation cost*

- m. *Utility Conflict Matrix*
- n. *Utility Relocation Schedule*
- o. *Utility Permits*
- p. *Utility Easement Documentation*
- q. *Utility Special Provisions*
- r. *Memorandum of Agreements*

9.4 U-Sheets (100% Plan Drawings)

- 9.4.1 *U-Sheets: The **CONSULTANT** shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development and the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.

Deliverables

- 1) *The **CONSULTANT** will provide U-Sheets for the project.*

9.5 Constructability Review Meeting

- 9.5.1 *Constructability Review Meeting: The **CONSULTANT** shall plan and conduct a Constructability Review Meeting with all utility companies in order to discuss any conflicts with proposed utility relocations vs. roadway construction work and any conflicts between various utilities. The **CITY's** Project Manager, Construction Manager, Designer of Record, and the Utility Manager shall be invited to the meeting.

9.6 Utility Coordination During Construction

- 9.6.1 *Document Review: The **CONSULTANT** shall review all documents necessary to perform Utility Coordination during construction. The **CONSULTANT** is to convey a clear understanding to the **CITY**, utility companies and the Contractor as to each utility company's agreed relocation plan including estimated cost and schedule.
- 9.6.2 *Preconstruction Meeting: The **CONSULTANT** shall attend the Preconstruction Meeting with **CITY** personnel, utility companies and the Contractor to report the current status, schedule and utility relocation plan as described in the Final Utility Report.
- 9.6.3 *Utility–Project Status Meetings: The **CONSULTANT** shall attend up to three (3) Utility-Project Status meetings during construction
- 9.6.4 *Respond to Request(s) : The **CONSULTANT** shall respond to request(s) made via email, telephone, written, etc. by the **CITY**, utility companies and/or the Contractor.

Assumptions:

- 1) *Seven (7) utility providers are located on site*
- 2) *One (1) Site Visit*
- 3) *Four (4) Coordination Meetings during design*
- 4) *Four (4) Meetings during construction*

TASK 10: SUBSURFACE UTILITIES ENGINEERING (SUE)

GEL Solutions (**SUBCONSULTANT**) has tailored the quality level (QL) SUE investigation in consideration of the overall project objective, which is designating and mapping the approximate horizontal positions of buried utilities in the project area. All SUE work will be performed in close coordination with **CONSULTANT** and will be performed in accordance with ASCE Standard CI/ASCE 38-02, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”

The SUE process to be followed during this investigation conforms to the Quality Level phases D, C, and B as outlined by ASCE Standard CI/ASCE 38-02.

SUBCONSULTANT will produce stand-alone signed and sealed SUE deliverables, as well as digital files that will allow **CONSULTANT** to integrate the SUE information into its design deliverables.

10.1 Utility Records Review (Quality Level D)

The QL-D review will be performed as part of Task 9 by **CONSULTANT**.

10.2 Field Reconnaissance and Visual Inventory/Survey (Quality Level C)

10.2.1 We understand that the QL-C (topo and surface utility features) survey will be completed by **CONSULTANT**. We assume that the information **CONSULTANT** will collect will include an inspection and survey of all gravity sanitary and stormwater systems including pipe size and material, and invert elevation. **CONSULTANT** shall notify **SUBCONSULTANT** if any other utilities were noted inside sanitary or stormwater structures so that they can be opened and inspected by our SUE field crews.

10.3 Geophysical Designation of Utilities (Quality Level B)

10.3.1 ***SUBCONSULTANT** will employ non-intrusive geophysical technologies to designate the existence and approximate horizontal positions of known and unknown utilities in the area of investigation. A combination of GPR and EM technologies will be used for the investigation. **SUBCONSULTANT** will designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for the project.

10.3.2 *Using survey control provided by **CONSULTANT**, **SUBCONSULTANT** will use survey equipment to record the positions of

our designated utility marks and enough relevant utility appurtenances and features to allow us to prepare the SUE deliverable. We assume that **CONSULTANT** will provide a .txt file of coordinates for the control points that have been established throughout the length of the project.

- 10.3.3 *All manholes, hand holes, valve boxes, etc. will be inspected and inventoried by **SUBCONSULTANT** (with the exception of gravity sanitary and stormwater systems since they will have been evaluated as part of QL-C activities by **CONSULTANT**). Sanitary sewer and stormwater manholes or surface structures will be inspected only if notified by **CONSULTANT** prior to or during our field investigation that additional utilities or structures were noted in a particular manhole or structure.

QL-B Deliverables

- 1) *Following the designation of utilities and using the base MicroStation map provided by **CONSULTANT**, **SUBCONSULTANT** will develop a MicroStation V8i deliverable in accordance with the latest SCDOT SUE CADD Standards that will include all detected underground utilities mapped to QL-B standards, where applicable.*

10.4 Vacuum Excavation (Quality Level A)

- 10.4.1 *Following **CONSULTANT**'s determination of potential utility conflicts, **SUBCONSULTANT** will perform vacuum excavation (test holes) at up to 10 discrete locations. The final number and locations of test holes will be selected by **CONSULTANT**. The purpose of the test holes is to determine the precise horizontal and vertical positions of the utilities, as well as other attributes.
- 10.4.2 *It is assumed that all vacuum excavation activities will be performed during normal business days and daylight hours, and that no maintenance of traffic (MOT) will be required. Tasks to be completed by **SUBCONSULTANT** to perform the vacuum excavation scope of work include the following:
- 10.4.3 *Obtain SC811 (one-call) tickets as required by the SC Underground Facility Damage Prevention Act.
- 10.4.4 Provide all equipment, personnel, and supplies necessary for the completion of test holes.
- 10.4.5 *Perform electromagnetic (EM) and ground penetrating radar (GPR) sweeps of the proposed utility and other procedures necessary to adequately "set-up" the test hole.

- 10.4.6 *Excavate approximately 1-foot diameter test holes up to 6 feet below land surface to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. Depending on soil conditions, deeper test holes may not remain open to allow a visual confirmation of the utility, so in this case every effort will be made to contact the utility with the air/water lance probe of the vacuum excavation rig to allow for an accurate depth measurement.
- 10.4.7 Extra footage for test holes deeper than 6 feet and test holes wider than 1 foot will be considered as additional test holes, as appropriate.
- 10.4.8 *Collect information including: (a) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (b) the utility structure material composition, when reasonably ascertainable; (c) the type of surface material; (d) the general soil type and site conditions; and (e) such other pertinent information as is reasonably ascertainable from each test hole site.
- 10.4.9 *Measure and record distance to top of utility, and place PK nail, hub and/or disk over the utility to allow for future survey of the utility by **CONSULTANT**.
- 10.4.10 *Backfill test holes with spoils or clean backfill (depending on vacuum excavation method) and compact to original grade. Disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation. However, **CONSULTANT** understands and acknowledges that alteration of the land surface will occur, and that this proposal does not include landscaping, sodding, seeding, etc. Test hole restoration for hard surfaces will be cold-patch asphalt or concrete, as appropriate. Costs for other restoration services can be provided following receipt of **CONSULTANT**'s or Owner's requirements.
- 10.4.11 We assume that no contaminated soils will be present which would require special equipment decontamination and/or off-site disposal of regulated or hazardous materials.
- 10.4.12 *A "Vacuum Excavation Test Hole Report" will be prepared for each test hole and will be provided following the completion of field work.

Assumptions:

- 1) **CONSULTANT** will meet with **SUBCONSULTANT** representatives at the site prior to our initiating **QL-B** activities. The purpose of this walk-through meeting will be to ensure that the extent of the project area is agreed upon so that the final product will meet expectations.
- 2) If it is necessary, we assume the **CONSULTANT** will assist in contacting the appropriate utility representatives for private facilities, and at our request, that the utility owner/representative will provide access to and supervision during the evaluation of their utility vaults, transformers,

*and/or any other hazardous area involving a utility. It is assumed that **SUBCONSULTANT** will not be performing any type of confined space entry during our investigation.*

- 3) ***CONSULTANT** and Owner accept that a significant amount of marking paint may be applied to the ground surface during the field designation of utilities.*
- 4) *It is assumed that all investigation activities can be performed during normal business daylight hours (Monday through Friday: 0700 – 1700). If night or weekend work is required, surcharges will apply and will be based on the amount of work required and any special requirements.*

TASK 11: RIGHT OF WAY (R/W) ACQUISITION SERVICES

All right of way activities will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 9-646) as Amended.

- 11.1 *Title Work - A South Carolina attorney will provide 40-year title searches to determine fee ownership and any encumbrances on the properties to be acquired. Title reports will identify the parties who hold fee simple interest in the property, any third-party interest in the property and any issues which create a possible cloud on the title. Title attorney will provide updated title reports as necessary. Title report will be good for 90 days from attorney certification.
- 11.2 *Appraisal - Upon notice to proceed, Colliers Engineering & Design (**SUBCONSULTANT**) will schedule a meeting with the appraiser to perform a site visit to the project. The impacts on individual tracts will be discussed to determine any appraisal issues and to address these issues with the appropriate parties. The appraiser will develop a cost estimate valuation for the project. With the approval of the **CITY**, offers will be made on any tracts in which the acquisition is simple, and the value of the taking is determined to be less than \$20,000.00.

For any tract not eligible for a cost estimate offer or for which negotiations based on a cost estimate offer have not resulted in a settlement, an appraisal report will be prepared. Appraisal reports will be prepared by a licensed South Carolina appraiser, from the **SCDOT**'s approved appraiser list. Reports will be prepared in a format acceptable to the **CITY** and will address all pertinent issues to include value of area to be acquired, value of improvements to be acquired and any damages to remainders. The landowner will be provided the opportunity to meet with the appraiser at the inspection of the property. Upon completion of appraisal reports, **SUBCONSULTANT** will have the appraisal reviewed by a reviewing appraiser from the **SCDOT** approved reviewing appraisers list. Reviewed appraisals will be submitted to the **CITY** for approval to tender an offer. All appraisals will be prepared in accordance with Uniform Standards of Professional Appraisal Practice.

11.3 *Negotiations_- The three major parts of R/W negotiations are the initial contact, tender of offer and concluding negotiations. The following is a discussion of each of these activities and what **SUBCONSULTANT** will accomplish:

11.3.1 *Initial Contacts – Each property owner being affected by R/W for the project will be contacted to schedule an on-site visit of the property. Any property owners not desiring to meet on site will be contacted via mail. During the initial contact phase, the R/W agent will discuss the process in detail with the landowner to accomplish the following:

- Build a relationship of trust between the landowner and the agent
- Confirm ownership as showing on the public record
- Confirm any encumbrances to the property (mortgages, liens, easements)
- Confirm information on plans (tract size and property lines)
- Advise the owner of the affects the project has on their property (remainder, access, need for permission, etc.)
- Advise landowner of R/W process to include their rights, appraisal process, just compensation, and eminent domain
- Answer any questions the landowner may have
- Advise landowner of the project schedule
- Secure permissions or determine if they need to be converted to R/W

11.3.2 *Tender of Offer – Once an approved appraisal has been received from the appraiser, **SUBCONSULTANT** agent will review the report to understand how the appraiser determined value and what are the monetary effects of the project on the remainder of the owner’s land. Once the agent is knowledgeable with the facts of the appraisal, a meeting will be scheduled with the landowner to tender an offer and discuss how the value was determined. During these meetings, the agent will make sure the landowner understands the determination of value, answer any questions the landowner has concerning the appraisal or the appraisal process. Also, the agent will discuss the process and schedule to conclude negotiations and determine if the owner is going to have their own appraisal report prepared.

11.3.3 *Conclusion of Negotiations – After offers have been tendered, **SUBCONSULTANT** will work diligently toward completing the acquisition process. If the owner is agreeable to the offer of just compensation, or if an increase of just compensation has been negotiated by **SUBCONSULTANT** and approved by the **CITY** (**SUBCONSULTANT** will provide the **CITY** in writing with all counter-offers and their recommendation for settlement). **SUBCONSULTANT** will prepare an Affidavit of Intent to Sell and have it executed by the property owner.

11.4 *Closing - **SUBCONSULTANT** will then submit a request for payment to the **CITY** along with the Affidavit. **SUBCONSULTANT** will prepare all conveyance documents to include Title to Real Estate and/or Easement, Request for Social

Security Number and Mortgage Releases and/or Agreements, as necessary. The conveyance documents will be prepared by **SUBCONSULTANT**. The payment from the **CITY** will be sent directly to **SUBCONSULTANT** and an agent will deliver the check in exchange for the property owner executing the conveyance documents. **SUBCONSULTANT** will then record the conveyance documents and provide the **CITY** with the original recorded documents.

- 11.5 *Right of Way Exhibits - **SUBCONSULTANT** will prepare exhibits in accordance with the **SCDOT** exhibit preparation guide.
- 11.6 *Condemnation - If settlement cannot be reached with a landowner, **SUBCONSULTANT** will discuss eminent domain with the landowner and make sure the landowner is fully aware of their rights and the process. **SUBCONSULTANT** will prepare the necessary condemnation documents and turn in the file/tract to the **CITY** for condemnation.
- 11.7 Quality Control - Quality control procedures will be used to ensure that the **CITY** gets a quality product. **SUBCONSULTANT's** Quality Control Plan requires that all legal documents go through quality control checks prior to execution and quality control checks prior to turn in for recording. The agent assigned to a tract will prepare all the necessary documents for signature. Then the document will be checked by another agent, not associated with the tract. Any corrections needed are noted and are corrected by the agent handling the tract. Once the document is signed, the turn in package will go through the same process. A similar process is used for status reports, invoicing and moving/demolition lists.
- 11.8 Relocation Assistance - If the R/W acquisition causes the displacement of a residence or business, **SUBCONSULTANT** will provide relocation assistance in accordance with the **SCDOT** Relocation Manual and CFR 49 Part 24.

TASK 12: LANDSCAPING AND IRRIGATION PLANS

- 12.1 The Landscape Design will include the following:
- Identify the numbers, locations, sizes and species of all new plants and sod areas in the project
 - Provide an irrigation layout with a material list and pipe sizing to provide optimal water coverage to all new plants and sod

Landscape and irrigation design will be limited to identified areas and follow **SCDOT** Highway Beautification Landscaping Guidelines. No vertical-structure design, fountain design, structural design, and/or site/landscape lighting design will be provided under this proposal.

- 12.2 *Conceptual Design

- 12.2.1 *The **CONSULTANT** will meet with the **CITY** Program Manager and **CITY** Arborist/Beautification representative in one (1) joint meeting to discuss median planting and hardscaping location opportunities, to confirm limits, to identify design criteria and to coordinate local preference if possible. This also includes any necessary project management, coordination and quality assurance/quality control.
- 12.2.2 *The **CONSULTANT** will take the information received, along with the base plans and will develop within the limits of the project a concept for landscaping.
- 12.3 *Preliminary Landscape Plans
 - 12.3.1 *Based on the preliminary directions received, the **CONSULTANT** will develop a preliminary landscaping and irrigation cost estimate along with preliminary landscaping and irrigation plans to be included in the preliminary roadway plans.
- 12.4 *Final Landscape Plans
 - 12.4.1 *Using the Preliminary Landscape Plans as a basis for further refinement, the **CONSULTANT** will provide a final landscaping and irrigation cost estimate along with final landscaping and irrigation plans to be included in the Construction Roadway Plans. These plans will include planting plans, a plant materials list, standard details and technical notes and specifications.
 - 12.4.2 *The **CONSULTANT** will prepare an Irrigation Plan and Specifications in keeping with the landscape plan. Conduit and connection sizes and locations will be coordinated with the roadway design.
 - 12.4.3 ***CONSULTANT** will, based on the Landscape and Irrigation Construction Documents, update the cost estimate for the landscape and irrigation design. Format of the Opinion of Probable Cost will be by itemized list per type of planting/material.

Deliverables:

- 1) *All landscaping and irrigation plans and construction documents will be included into the final construction submittal.*
- 2) *One (1) electronic copy, in Microsoft Word format, of the Landscape and Irrigation Construction Specification and Supplemental Specifications*

TASK 13: SPECIFICATIONS, BID DOCUMENTS & BID EVALUATION

- 13.1 *Quantity Computations - Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. SCDOT pay items will be used unless the **CITY** directs otherwise.
- 13.2 *Special Provisions - Special Provision will be prepared for those items of work not covered in the Standard Specifications or existing Standard special Provisions or items that the **CITY** does differently from **SCDOT**'s Standard Specifications.
- 13.3 *Pre-Bid Meeting – At the request of the **CITY**, the **CONSULTANT** will attend a Pre-Bid meeting to field questions that may arise for interpretations of plan content and intent.

- 13.4 *Bid Opening – The **CITY** to provide bid opening location and the **CONSULTANT** will conduct the bid opening.
- 13.5 *Bid Evaluation – The **CONSULTANT** will evaluate and certify bids and make recommendations to the **CITY** for award. At the request of the **CITY**, the **CONSULTANT** will attend and conduct a pre-bid meeting and pre-construction conference for each contracted project.
- 13.6 *Pre-Con Meeting – The **CONSULTANT** will attend a preconstruction meeting with the contractor and **CITY** personnel. The **CONSULTANT** will answer questions and provide clarification on design intent.

Assumptions:

- 1) *The **CITY** will be letting the project.*
- 2) *The **CITY** will be responsible for advertising the project.*
- 3) *The **CITY** will host the bid opening.*
- 4) *The **CONSULTANT** will coordinate the bid letting with the **CITY** Procurement Officer to ensure all proper documentation has been submitted. The **CONSULTANT** will prepare all addendums required for the project.*

TASK 14: BOUNDARY STREET PARALLEL ROAD EXTENSION PLANNING

This task will include the development of a technical memorandum which will develop a master plan for the extension of the Boundary Street Parallel Road from its current termini near the intersection of Boundary Street and Robert Smalls Parkway, west to the intersection of Boundary Street and Parris Island Gateway.

14.1 *Conceptual Roadway Alignment

The **CONSULTANT** will analyze a horizontal and vertical alignment of the roadway for consideration by the **CITY** and **COUNTY**.

The **CONSULTANT** will develop an exhibit that shall contain sufficient details of pertinent physical features to illustrate the design that will include:

- Typical section
- Geometric control (horizontal only for reference and location purposes)
- Horizontal alignments
- Vertical alignments
- Preliminary drainage plan
- Limits of existing R/W (existing platted property or easement), adjacent properties, and storm drain easements
- Type, size, and location of existing major utility facilities and provide a list of utility owners
- Property lines (iron property pins where present), property parcel number and ownership

- Proposed R/W and easements
- Design standards will be in compliance with the **Beaufort County roadway design standards**
- All electronic plans and files will be submitted in Microstation.

14.2 *Technical Memo of Improvements

A technical memo will be prepared detailing the conceptual roadway geometry. The memo will include:

- Roadway Design Parameters
- Summary of R/W needs
- Summary of necessary permits
- Anticipated utility impacts
- List of impacted properties and displacements
- Estimated costs of improvements

Deliverable:

- 1) One (1) Exhibit of proposed alignment*
- 2) One (1) Cost Estimate*
- 3) One (1) Technical Memo*

Boundary Street Parallel Road

Task 1: Project Management and Coordination	\$62,310.00
Task 2: Public Involvement & Stakeholder Interaction	\$42,370.00
Task 3: Field Surveys	\$53,784.00
Task 4: Environmental Permitting And Development Of Mitigation Requirements	\$48,130.00
Task 5: Roadway Design & Plan Development	\$132,200.00
Task 6: Shared Use Path Structural Design	\$34,730.00
Task 7: Geotechnical	\$39,720.00
Task 8: Hydrology/Hydraulic Design, Post Construction Stormwater Management, And Erosion And Sediment Control	\$275,745.00
Task 9: Utility Coordination	\$76,420.00
Task 10: Subsurface Utility Engineering	\$46,240.00
Task 11: Right of Way Acquisition Services	\$89,550.00
Task 12: Landscaping and Irrigation Plans	\$34,470.00
Task 13: Specifications, Bid Document, and Bid Evaluation	\$11,560.00
Task 14: Boundary Street Parallel Road Extension Planning	\$15,990.00
Direct Costs	\$13,344.75

TOTAL PROJECT FEE: \$ 978,043.75

EXHIBIT "B"
ENGINEERING FEES

CITY OF BEAUFORT - BOUNDARY STREET PARALLEL ROAD
 BEAUFORT, SOUTH CAROLINA
 FEE BREAKDOWN
 August 23, 2021



TASK	Principal	PROJECT MANAGER	SENIOR ROADWAY ENGINEER	ROADWAY ENGINEER	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	SR. UTILITY PROJECT MANAGER	SR. UTILITY COORDINATOR	UTILITY COORDINATOR	JR. UTILITY COORDINATOR	REGISTERED LAND SURVEYOR	SURVEY CREW CHIEF	SURVEY INSTRUMENT MAN	SENIOR CAD TECH	ENGINEERING TECHNICIAN	PUBLIC INVOLVEMENT SPECIALIST	ADMIN. ASSIST.	TOTAL HOURS	TASK TOTAL	
Task 1: Project Management and Coordination	102	202	8													12	28	352	\$62,310.00	
Task 2: Public Involvement & Stakeholder Interaction	42	56	24	36										48		72	30	308	\$42,370.00	
Task 3 - Field Surveys			8	16							28	196	196	80				524	\$53,784.00	
Task 4: Environmental Permitting		8																8	\$1,480.00	
Task 4: Environmental Permitting (Subconsultant)																			\$28,130.00	
Task 4: Environmental Permitting (Subconsultant)																			\$10,000.00	
Task 4: Environmental Permitting (Subconsultant)																			\$10,000.00	
Task 5: Roadway Design & Plan Development	20	40	184	530				4	8						360		24	1170	\$132,200.00	
Task 6: Shared Use Path Structural Design		2	12		40	150												204	\$34,730.00	
Task 7: Geotechnical		8																8	\$1,480.00	
Task 7: Geotechnical (Subconsultant)																			\$38,240.00	
Task 8: Hydrology/Hydraulic Design		8	24															32	\$5,200.00	
Task 8: Hydrology/Hydraulic Design (Subconsultant)																			\$270,545.00	
Task 9: Utility Coordination		4	8				24	72	448	8								16	580	\$76,420.00
Task 10: SUE		4																4	4	\$740.00
Task 10: SUE (Subconsultant)																				\$45,500.00
Task 11: Right of Way Acquisition Services		20																20	20	\$3,700.00
Task 11: Right of Way Acquisition Services (Subconsultant)																				\$85,850.00
Task 12: Landscape & Irrigation Plans		2	4	8														14	14	\$1,870.00
Task 12: Landscape & Irrigation Plans (Subconsultant)																				\$32,600.00
Task 13: Specifications, Bid Documents and Bid Evaluation		8	24	40											16		8	96	96	\$11,560.00
Task 14: Boundary Street Parallel Road Extension Planning	2	6	16	60											60		4	148	148	\$15,990.00
MAN HOUR TOTAL:	164	362	296	630	40	150	24	76	456	8	28	196	196	128	376	84	106	3156		
HOURLYRATE	\$200.00	\$185.00	\$155.00	\$110.00	\$250.00	\$150.00	\$250.00	\$145.00	\$125.00	\$100.00	\$168.00	\$100.00	\$80.00	\$135.00	\$85.00	\$100.00	\$75.00			
BUDGETED COST	\$32,800.00	\$66,970.00	\$45,880.00	\$69,300.00	\$10,000.00	\$22,500.00	\$6,000.00	\$11,020.00	\$57,000.00	\$800.00	\$4,704.00	\$19,600.00	\$15,680.00	\$17,280.00	\$31,960.00	\$8,400.00	\$7,950.00			
																			LABOR TOTAL: \$964,699.00	
Mileage	10350 Miles																			\$6,664.75
Prints (8.5x11)	1000 Pages																			\$250.00
Prints (22x36)	5 Rolls																			\$250.00
Postage	10 Lump Sum																			\$150.00
Permitting	1 Lump Sum																			\$1,000.00
Per-Diem	44 Lump Sum																			\$2,640.00
Lodging	15 Per Night																			\$3,000.00
																				DIRECT TOTAL COST (ROUNDED): \$13,344.75
TOTAL PROJECT FEE:																				\$978,043.75



William Prokop
CITY MANAGER
843-525-7070

COUNCIL MEMBERS:
Stephen Murray, Mayor
Mike McFee, Mayor Pro Tem
Philip Cromer
Neil Lipsitz
Mitch Mitchell

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

RFQ 2021-114 IDC-01

*Standard Agreement Between
City of Beaufort and Mead & Hunt*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the 28th day of May in the year 2021.

BETWEEN the Owner:

**City of Beaufort
1911 Boundary Street
Beaufort, SC 29902**

and the Consultant:

**Mead & Hunt, Inc.
5955 Core Road, Suite 515
North Charleston, SC 29406**

The Project is:

RFQ 2021-114 IDC-01 Professional Civil Engineering and Related Services

The Owner and Mead & Hunt, Inc. agree as follows:

ARTICLE 1 - THE DOCUMENTS

The contract Documents consist of this Agreement, (**City of Beaufort and Mead & Hunt, Inc.**) Conditions of the Contract (General, Supplementary, and other Conditions), the Request for Proposal (RFQ #2021-114 IDC-01) and the Qualifications and Fee Schedule, including additional years, submitted by Mead & Hunt Inc., in response to this RFQ. Drawings, Specifications, and addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Document, other than Modifications appears in Article 6.

ARTICLE 2 - THE WORK OF THIS AGREEMENT-

Mead & Hunt, Inc. shall enter into the Agreement, to provide Indefinite Delivery Contract engineering services as needed, except to the extent specifically indicated in the Agreement to be the responsibility of others.



William Prokop
CITY MANAGER
843-525-7070

COUNCIL MEMBERS:
Stephen Murray, Mayor
Mike McFee, Mayor Pro Tem
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Neil Lipsitz
Mitch Mitchell

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

RFQ 2021-114 IDC-01

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the contract shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

NOTICE TO PROCEED WILL BE ISSUED WITHIN (1) DAY OF SIGNED AGREEMENT.

If, prior to the commencement of the contract, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

SEVEN (7) DAYS

3.2 Time shall be measured from the date of commencement.

ARTICLE 4 - PAYMENTS

4.1 Payments will be remitted by the owner to Mead & Hunt, Inc. upon receipt of invoice in accordance with owner's policy.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 The Owner's representative is:

**JARED FRALIX, PE
CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902
(843)255-2730**

5.2 MEAD & HUNT INC. representative is:

**ZACK HANEY, PE
MEAD & HUNT INC.
5955 CORE ROAD, SUITE 515
NORTH CHARLESTON, SC 29406
(843)486-8330**

5.3 Neither the Owner's nor the Mead & Hunt CO. representative shall be changed without ten days' written notice to the other party.

ARTICLE 6 - ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Agreement, except for Modifications issued after execution of this Agreement, are enumerated as follows:

6.1.1 The Agreement is this executed Standard Form of Agreement Between the City of Beaufort and (Owner) and Mead & Hunt, Inc. (Consultant)

6.1.2 The General Conditions are the Owner's General Conditions.



William Prokop
CITY MANAGER
843-525-7070

COUNCIL MEMBERS:
Stephen Murray, Mayor
Mike McFee, Mayor Pro Tem
Philip Cromer
Neil Lipsitz
Mitch Mitchell

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

RFQ 2021-114 IDC-01

6.1.3 The Specifications are those of RFQ 2021-114 IDC-01.

6.1.4 The Addenda, if any, are as follows:

1. ADDENDA 1-5

6.1.5 Other documents, if any, forming part of the Contract Documents are as follows:

- **THE REQUEST FOR PROPOSAL: RFQ# 2021-114 IDC-01, AND THE QUALIFICATION AND FEE SCHEDULE SUBMITTED IN RESPONSE TO THE RFQ ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN**
- **CERTIFICATES OF LIABILITY AND WORKERS COMPENSATION INSURANCE**
- **CITY OF BEAUFORT BUSINESS LICENSE**



William Prokop
CITY MANAGER
843-525-7070

COUNCIL MEMBERS:
Stephen Murray, Mayor
Mike McFee, Mayor Pro Tem
Philip Cromer
Neil Lipsitz
Mitch Mitchell

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

RFQ 2021-114 IDC-01

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the City of Beaufort contract administrator designee, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

Traci Goldner

WITNESS
(Signature)

Traci Goldner
(Printed Name)

[Signature]

CITY OF BEAUFORT
(Signature)

William A Prokop
CITY MANAGER

Kathy M. Todd

WITNESS
(Signature)

Kathy M. Todd
(Printed name)

Jessie Johns

WITNESS
(Signature)

Jessica Johns
(Printed Name)

[Signature]
MEAD & HUNT CO.
(Signature)

ANTHONY J. STEFFEE, VICE PRESIDENT
(Printed name and title)

[Signature]

WITNESS
(Signature)

KEITH POWELL
(Printed name)



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/8/2021
FROM: Linda D. Roper
AGENDA ITEM TITLE: Request from Downtown Beaufort Merchants and Beaufort Area Hospitality Associations to serve alcohol, waiver of Drinking in Public and Loud and Unseemly Noise Ordinances to conduct a St. Patrick's Day Sip and Stroll on Saturday, March 12, 2022 with a rain date of Sunday, March 13, 2022 from 10 AM to 4 PM
MEETING DATE: 12/14/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

See attached request from DBMA & BAHA; AKA Active Beaufort

PLACED ON AGENDA FOR: Action

REMARKS:

Police, Fire and Public Works have reviewed this request

ATTACHMENTS:

Description	Type	Upload Date
St Patricks Day Sip and Stroll 2021	Backup Material	12/8/2021



Downtown Beaufort Merchants Association

December 14, 2021

Mayor & City Council
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

RE: Request to Conduct St. Patrick's Day Sip and Stroll

Downtown Beaufort Merchants Association and Beaufort Area Hospitality Association would like to respectfully request permission to conduct a St Patrick's Day Sip and Stroll on March 12, 2022, with a rain date of March 13, 2021, from 10 AM to 4 PM. The ticketed event will consist of strolls at thirty-minute intervals from 10 AM – 3:30PM with a limit of 30 participants per stroll in which the participants will register to visit up to five (5) food and drink stations located throughout Downtown to receive themed cocktails or a non-alcoholic drink and food as they stroll and shop. Merchants will be offering specials and demonstrations throughout the day.

Downtown Beaufort Merchants Association is requesting permission to serve alcohol and a waiver of the Drinking in Public and Loud and Unseemly Noise Ordinance in the Core Commercial District during the hours of 10 AM and 5 PM on the day of the event. If approved, we will obtain an Alcohol Permit, liability insurance and contract with the Police Department for police services.

This fundraising event is intended to highlight our Downtown and businesses. The proceeds from the event will be used for Activate Beaufort's activities in the future.

Thank you for your consideration.

Sincerely,

Scott Lee
Board President



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/8/2021
FROM: Linda D. Roper
AGENDA ITEM TITLE: Request from Downtown Beaufort Merchants Association for Street Closures for First Friday events on April 1, 2022, June 3, 2022, and September 2, 2022, beginning at 4:00 PM - 8:30 PM
MEETING DATE: 12/14/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

See attached letter from DBMA

PLACED ON AGENDA FOR: Action

REMARKS:

Police, Fire and Public Works have reviewed this request.

ATTACHMENTS:

Description	Type	Upload Date
First Friday Street Closures for 2022	Cover Memo	12/8/2021



Downtown Beaufort Merchants Association

December 14, 2021

Mayor & City Council
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

RE: Request for Street Closures for First Friday Events- April 1, June 3, September 2

Downtown Merchants Association would like to respectfully request to close a portion of the streets detailed below, on the first Fridays of the months of April, June, September, and November. The closures would allow for set-up and removal of entertainment activities for themed First Friday events on Bay Street and along both West and Scott streets up to the point of closure.

The details of the closing beginning at 4:00 PM- 8:30 PM includes:

- Bay Street from Charles to Carteret, and West Street and Scott Streets from Port Republic to Bay Street.

Additionally, we are requesting coordination of required notification and requests with other agencies such as SC DOT and Beaufort County Sheriff's Department will be handled by the appropriate City Staff and Departments.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.

Sincerely,

Scott Lee
Board President



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/8/2021
FROM: Kathy Todd
AGENDA ITEM TITLE: Authorize the City Manager to enter Into Contract for Training Services with Rescue Training, Inc.
MEETING DATE: 12/14/2021
DEPARTMENT: Finance

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Recommendation Memo	Cover Memo	12/8/2021
Draft Contract for Training Seervices	Cover Memo	12/8/2021

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: WILLIAM PROKOP
FROM: JAY PHILLIPS
SUBJECT: RFP 2022 – 106 FIRE DEPARTMENT MEDICAL TRAINING
DATE: 12/8/2021
CC: PETER DONTJE, JOHN ROBINSON, KATHY TODD, REECE BERTHOF

The City of Beaufort issued a Request for Proposal, RFP 2022-106 Fire Department Medical Training on November 11, 2021. The RFP was posted on the City’s website, Vendor Registry, the State of South Carolina (SCBO) procurement website, was advertised in the Island News and prospective contractors were notified by email. This RFP was previously solicited in October 2021, but no proposals were received. This is a grant funded project through a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program. The total grant budget amount is \$459,866.32 including a contribution by the City of \$41,806.03.

The City received one (1) sealed proposal by the deadline of 2:00 PM on November 23, 2021. The proposal was publicly opened and read in accordance with the RFP notice at 2:01 PM on that day via ZOOM conference meeting.

Rescue Training, Inc. Savannah, GA	Per Student Cost of EMT Instruction	\$ 1,633.50
	Per Student Cost of AEMT Instruction	\$ 1,237.50
	Per Student Cost of Paramedic Training	\$ 6,410.25
	Total Paramedic Course (8) Students	\$76,920.00

The Federal Sealed Bid process, OMB 200.320-C1(ii), and the City of Beaufort sealed bid procurement policy require more than one bid proposal from responsible bidders. Because only one proposal was received, the City of Beaufort Finance Director, Kathy Todd, spoke with FEMA Region IV AFG Team, Christopher Billingsley for guidance. Mr. Billingsley stated that we should continue to follow the City’s procurement policy and advised us to move forward with evaluation and award process, provided the proposal received meets all the requirements of the RFP.

On November 29th the selection committee of Peter Dontje, Battalion Chief of Training and Education, Ross Vezin, Deputy Chief of Operations and Matthew Bowsher, Battalion Chief - Shift II reviewed and evaluated the proposal. On December 2nd a Zoom video conference meeting was held with David Hall of Rescue Training Inc. to discuss the details of the proposal and confirm that the pricing and class schedules meet the project requirements. After the meeting the committee agreed that Rescue Training’s proposal meets all the training requirements. The schedule of classes conforms

to the required 48–96-hour work schedule and they have proven during previous training that they provide a quality educational environment to assure that the students’ knowledge and training of the courses is achieved.

The committee is unanimous in their recommendation of Rescue Training, Inc. to be awarded the contract for the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program.



William Prokop
CITY MANAGER
843-525-7070
FAX 843-525-7013

COUNCIL MEMBERS:
Stephen Murray, Mayor
Mike McFee, Mayor Pro Tem
Philip Cromer
Neil Lipsitz
Mitch Mitchell

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

*Standard Agreement Between
City of Beaufort and Rescue Training, Inc.*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the ____ day of **December** in the year **2021**.

BETWEEN the Owner:

**CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902**

and the Contractor:

**RESCUE TRAINING, INC.
9 MALL TERRACE
SAVANNAH, GA 31406**

The Project is:

RFP 2022-106 FIRE DEPARTMENT TRAINING

The Owner and Rescue Training, Inc. agree as follows:

ARTICLE 1 - THE DOCUMENTS

The contract Documents consist of this Agreement, (**City of Beaufort and Rescue Training, Inc.**) Conditions of the Contract (General, Supplementary and other Conditions), the Request for Proposal (RFP #2022-106) and the Proposal Submitted by Rescue Training, Inc. in response to this RFP, and addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Document, other than Modifications appears in Article 8.

ARTICLE 2 - THE WORK OF THIS AGREEMENT

Rescue Training, Inc. shall fully execute the Work described in the Agreement and attached as **Appendices A and B** except to the extent specifically indicated in the Agreement to be the responsibility of others.

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

NOTICE TO PROCEED WILL BE ISSUED NO LATER THAN WITHIN (1) DAY OF SIGNED AGREEMENT.

ARTICLE 4 - CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be aligned with the options below as selected by the City of Beaufort Fire Department:

Paramedic Course	8 Students	\$76,920.00
EMT/A-EMT Course	12 Students	\$ 9,615.00
Per Student Cost of EMT-B Instruction		\$ 1,633.50
Per Student Cost of EMT-A Instruction		\$ 1,237.50
Per Student Cost of Paramedic Training		\$ 6,410.25

Partial payments will be made upon receipt of itemized invoice and final payments made upon completion of training.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Agreement and are hereby accepted by the Owner:

NO ALTERNATES REQUIRED IN THIS AGREEMENT

ARTICLE 5 - PAYMENTS

5.1 As stipulated above in section 4.1

5.1.4 **LABOR REQUIREMENTS**

Not Applicable

ARTICLE 6 - TERMINATION OR SUSPENSION

6.1 The Agreement may be terminated by the Owner as stated in the General Terms and Conditions of the Request for Proposal (RFP #2022-106).

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 The Owner’s representative is:

**JOHN ROBINSON
CITY BEAUFORT FIRE DEPARTMENT
135 RIBAUT ROAD**

BEAUFORT, SC 29902

7.2 The Rescue Training, Inc. representative is:

**DAVID E. HALL JR.
RESCUE TRAINING, INC.
9 MALL TERRACE
SAVANNAH, GA 31406**

Neither the Owner's nor the Rescue Training, Inc.'s representative shall be changed without ten days' written notice to the other party.

ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Agreement, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Standard Form of Agreement Between the City of Beaufort (Owner) and Rescue Training, Inc. (Contractor).

8.1.2 The General Terms and Conditions are the Owner's General Terms Conditions.

8.1.3 The Specifications are those of RFP 2022-106

8.1.4 Other documents, if any, forming part of the Contract Documents are as follows:

- **THE REQUEST FOR PROPOSAL -RFP# 2022-106, BID SPECIFICATIONS AND SCHEDULES AND THE PROPOSAL SUBMITTED IN RESPONSE TO THE RFP ARE ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.**
- **CERTIFICATE OF LIABILITY INSURANCE**
- **CERTIFICATION OF WORKERS COMPENSATION INSURANCE**

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Fire Department, Deputy Chief of Administration, one to the Contractor for use in the administration of the Agreement, and the remainder to the Owner.

WITNESS
(Signature)

WILLIAM PROKOP
(Signature)

WITNESS
(Printed name)

WILLIAM PROKOP
CITY MANAGER

WITNESS
(Signature)

WITNESS
(Printed name)

WITNESS
(Signature)

RESCUE TRAINING, INC.
(Signature)

WITNESS
(Printed Name)

RESCUE TRAINING, INC.
(Printed name and title)

WITNESS
(Signature)

WITNESS
(Printed name)



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 12/8/2021
FROM: Kathy Todd
AGENDA ITEM TITLE: Approval of 1.1% Hospitality Fund allocation recommendation
MEETING DATE: 12/14/2021
DEPARTMENT: Finance

BACKGROUND INFORMATION:

Approval of recommendation of the 1.1% Hospitality Fund allocation.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
1.1% Hospitality Recommendation Memo	Cover Memo	12/8/2021
Friends of Spanish Moss Trail Proposal	Cover Memo	12/8/2021
BAHA DBMA Joint Proposal	Cover Memo	12/8/2021

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: WILLIAM PROKOP
FROM: KATHY TODD, REECE BERTHOLF & LINDA ROPER
SUBJECT: 1.1% LOCAL HOSPITALITY FUND RECOMMENDATION
DATE: 12/8/2021
CC: FILE

Background

City of Beaufort Ordinance 7-13003 (2) stipulates that:

One and one-tenth (1.1) percent shall be available through appropriation, for advertising to increase tourism and revitalization of the downtown economy. The allocation will be awarded by the Beaufort City Council through the annual budget process, based on budget presentation of certain non-profit organizations invited by city council to present. The presentation to the city council will be conducted during the normal budget period. An allocation of these funds shall be based on the objectives that best achieve city council goals and purposes.

The FY 2022 budget adopted \$22,068 to be allocated in accordance with the Ordinance above.

Staff, under the direction of the City Manager, developed a standard procedure to solicit interest from local non-profit groups as well as review submitted proposals for concurrence to the ordinance requirements and make recommendations to the City Council.

The FY 2022 solicitation was published in the local newspaper on November 2nd as well as posted on the City's website.

The City received two (2) proposals by the submission date of November 24, 2021. Proposals were received from:

Joint proposal from Downtown Beaufort Merchants Association and the Beaufort Area Hospitality Association DBMA totaled \$10,000 and BAHA totaled \$12,000	\$22,000.00
Friends of Spanish Moss Trail	6,246.40

Staff committee, consisting of Kathy Todd, Reece Bertholf, & Linda Roper reviewed the proposals and found that both proposals met the criteria stipulated in the Ordinance as well as adhere to City Council's strategic goals. The joint proposal

by the Downtown Merchants Association and Beaufort Area Hospitality Association achieves the overarching goal of City Council related to “authenticity” “Authenticity is everything that makes Beaufort a special hometown and premier destination.” Their proposal also meets strategic objectives 5.1 and 5.3. The proposal from the Friends of Spanish Moss Trail meets strategic object 7.3 related to wayfinding throughout the entire downtown and historic district. However, the requests totaled \$6,178.40 more than what was budgeted.

Staff Recommendations

1. The Downtown Beaufort Merchants Association and the Beaufort Area Hospitality Association submitted a joint proposal that consisted of two individual components but demonstrated a collaboration between the two organizations which was a recommendation that came out of the FY 2021 appropriation process.

The Downtown Merchants Association has been the recipient of the funds for the past couple of years, seeing growth in downtown merchant participation, branding the First Friday event into a successful community gathering, and focusing on other events throughout the year that involves community and merchant participation. During the FY 2021 appropriation process, DBMA requested \$8,600 and was fully funded. Their portion of the FY 2022 proposal is requesting \$10,000.

The Beaufort Area Hospitality Association submitted their portion of the FY 2022 proposal requesting \$12,000, which is \$784 less than what was allocated to them in the FY 2021 appropriation process.

Staff recommends the City Council allocate \$9,034 to each party for a total of \$18,068.

2. This is the first year that the Friends of Spanish Moss Trail have submitted a proposal for a portion of the 1.1% appropriation. The total amount requested was \$6,246.40. Staff recommends that the balance of the funds totaling \$4,000 be awarded to contribute toward the wayfinding signage to the Trail.

Local Hospitality Tax Proposal: FY 2021

CITY OF BEAUFORT

Friends of the Spanish Moss Trail

Spanish Moss Trail Visitor Directional Signs – Downtown Beaufort

PROJECT OVERVIEW:

The Friends of the Spanish Moss Trail are proposing three navigational signs in the Downtown Beaufort Marina area to help thousands of visitors easily locate and enjoy the Spanish Moss Trail. Today, the 10-mile Trail is an easy walk or ride from this highly trafficked area, just waiting to be discovered. The City’s Downtown Connector on Depot Road will bring the greenway even closer to Downtown. The Friends of the Spanish Moss Trail have discussed these signs with the City’s staff and we will continue to work together to create an informative message and strategically locate three 24 x 24 signs at the Downtown Beaufort Marina parking and visitor area.

PROJECT BUDGET:

The Friends of the Spanish Moss Trail will work with three consultants/vendors to manage, create content, design, and then produce and install three visitor signs for the Downtown Beaufort Marina area. The full scope of this project costs **\$6,246.40**.

- \$2,300: Perryman Consulting for content creation and management of graphic design work; collaboration with the Beaufort-Port Royal CVB; approvals and permits from City of Beaufort Downtown Operations; and project management of the production and install of the signs. (attached estimate)
- \$1,250.00: Kaizen Collaborative for graphic design work of signs (attached estimate)
- \$2,696.40: Signs Now for production and install of three 24 x 24 signs and posts (attached estimate)

24"x24" Sign panel on black metal post



FUNDING JUSTIFICATION:

The Friends of the Spanish Moss Trail advocate for the development, maintenance and enhancements of the Trail. More than 80,000 people are visiting the Spanish Moss Trail annually – with 26% of them being visitors to our area. We receive comments and questions daily from visitors and in turn we connect those Trail users with those appropriate in the tourism and hospitality industry. In 2020 and 2021 alone, the Trail has received national recognition in *Outside Magazine* as one of the Top 10 Trails in the Country to visit; *Parade Magazine* as the best Trail in South Carolina to visit; and in 2022 the Trail will be featured in *Southern Living’s* April issue.

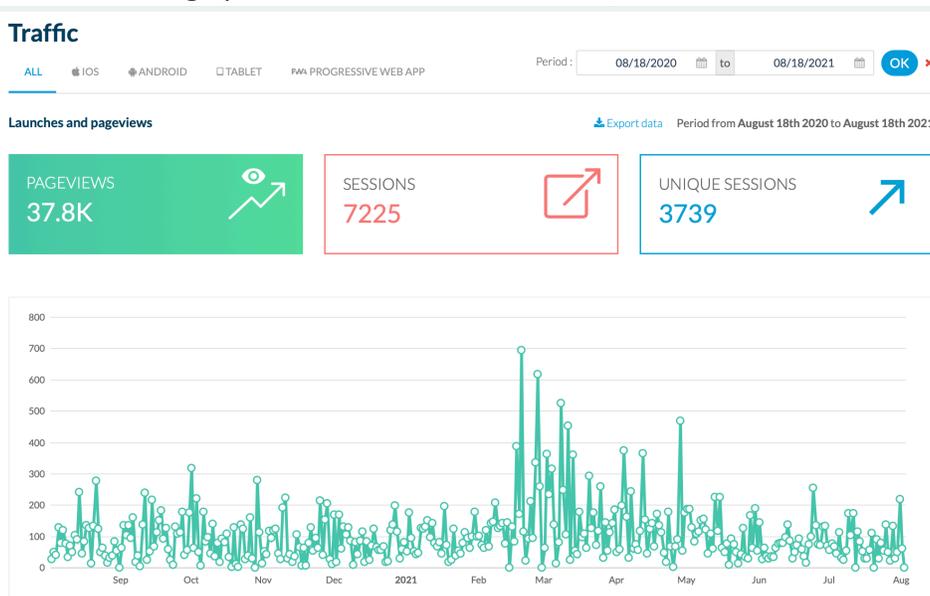
This kind of recognition pushes people to check us out on our two visible platforms that the Friends of the Spanish Moss Trail manage – the popular Spanish Moss Trail Mobile App (*free on Apple Store and Google Play*) and the official SpanishMossTrail.com website. These platforms are highly trafficked by those considering a trip to Beaufort as they are considering where to stay, where to eat and what to do when they come. Once in Beaufort, tourists are still trying to acclimate and find things to do. Anyone can enjoy the Spanish Moss Trail in an hour or as much as a half-day experience.

After discussions with the Beaufort-Port Royal CVB, we decided physical signs were needed for visitors once they are here to encourage this outdoor activity. Though there are other locations for these signs in the future, the City’s Downtown Operations department helped us locate these first three signs at the Downtown Marina for optimal visitor impact.

Because the Spanish Moss Trail offers a free, safe and scenic opportunity for visitors to enjoy popular recreational activities – like running, walking, biking and fishing – the **Trail is proving to be an “add on” opportunity for visitors** and is stimulating tourism and recreation-related spending. These proposed signs will educate, locate and encourage visitors to go enjoy the Trail. These signs will not only encourage a spontaneous trip to the Trail, but will also be a reminder to visitors about why they would come back to Beaufort for a return visit in the future.

Our popular Spanish Moss Trail Mobile Guide provides us with important data about those using the Trail. With its GPS navigation system and user locator, we know where visitors are when they download the App and when they are on the Trail. **Here is a snapshot of our visitor impact using the analytics available on our Mobile App between August 2020 – August 2021** (a strong data-driven example of how the Spanish Moss Trail is being used by visitors):

1. 37,000+ page views of our App
2. 11,000+ individuals currently our App downloaded
3. 26% of App users live beyond a 50-mile radius of Beaufort County
 - Representing 350+ cities across the United States
 - Representing 17 countries outside the United States
4. 2021’s Seasonal high point was in the month of Feb/March





ACTIVATE BEAUFORT

2022

Activate Beaufort was formed in 2021 to provide activation in the Downtown Beaufort core district with a visionary and actionable list of events and activities that will drive consumers to the downtown businesses while supporting economic growth and stability.





Activate Downtown Beaufort was formed to provide activation in the Downtown Beaufort core district with a visionary and actionable list of events and activities that will drive consumers to the downtown businesses while supporting economic growth and stability.



ABOUT

The Activate Beaufort Committee is made up of representatives from the Beaufort Area Hospitality Association, Downtown Beaufort Merchants Association, Greater Beaufort-Port Royal Convention & Visitors Bureau, and The City of Beaufort. The committee meets monthly to discuss the planning of events & activities in downtown Beaufort and how to support one another's organizations.



ACTIVATE

During the 2021 Year, DBMA & BAHA were able to collaborate and plan activities and events such as First Friday's, Live After 5 and Sip & Stroll alongside the Greater Beaufort-Port Royal CVB & the City of Beaufort. These events were funded by the Local Hospitality Tax Appropriation and were widely successful.

BAHA & DBMA is requesting to continue the Activate Downtown Beaufort Plan collaboratively which supports the continuation of First Friday, Sip & Stroll Events, Advertising & Marketing through digital & print of Downtown Beaufort, New Flags for First Friday and Live After 5.



Cupid Sip & Stroll attendees pose during the sold out stroll in Downtown Beaufort



Cupid
SIP & STROLL
DOWNTOWN BEAUFORT
FEBRUARY 13, 2021

JOIN US
Galentine's Day

*in Historic Downtown Beaufort while you will stroll the streets, visit shops, sip on cocktails and dine afterwards.
The perfect day does exist when visiting Downtown, Beaufort*

02.13.21 Tickets are available on eventbrite

10am *Sip!* 2pm *Sip!* Scan Here 

EAT. SHOP. PLAY LATE.
every Third Thursday

BEN LEWIS

First Friday
of every month
Art, Music, Food, Fun



Cupid
SIP & STROLL
Sponsored by



Cupid
SIP & STROLL
DOWNTOWN BEAUFORT
FEBRUARY 13, 2021

Watermelon Crawl
SIP & STROLL
DOWNTOWN BEAUFORT
AUGUST 28, 2021

ACTIVATE MASTER PLAN GOALS

- **CELEBRATE** BEAUFORT'S DOWNTOWN BUSINESSES & AMENITIES THROUGH MARKETING, ADVERTISING AND PLANNED EVENTS
- **CREATE** A PREMIER DOWNTOWN BY PROVIDING ENTERTAINMENT AND FAMILY FRIENDLY ACTIVITIES THAT CONTRIBUTE TO AN ECONOMICALLY THRIVING DOWNTOWN
- **CULTIVATE** BEAUFORT'S CULTURE AND IDENTITY IN THE PLANNING OF ACTIVITIES & EVENTS
- **COMMUNICATE** DOWNTOWN BEAUFORT AS A UNIQUE DESTINATION WITH SHOPPING, DINING, AND DISTINCT AMENITIES WHILE COLLABORATING WITH CITY, COMMUNITY, AND BUSINESS ORGANIZATIONS.

OBJECTIVES

- **INCREASE** DOWNTOWN ACTIVITIES
- **IMPLEMENT** AND PLAN ICONIC EVENTS SPECIFIC TO DOWNTOWN
- **ENGAGE** LOCAL BUSINESSES, ORGANIZATIONS, COMMUNITY & VISITORS
- **COMMUNICATE** AND ADVERTISE DOWNTOWN BEAUFORT AS A DESTINATION
- **DEVELOP** A CENTRAL LOCATION OF INFORMATION OR LINK TO INFORMATION THROUGH CONTENT CREATED (EVENT SCHEDULE, BUSINESS MILESTONES ETC.)

OUTCOME OBJECTIVES

A SOCIAL DOWNTOWN EVERYDAY

Welcoming and Family Friendly

A RECREATIONAL DOWNTOWN

Active, Healthy and Multigenerational

A CONNECTED DOWNTOWN

Engaging, Accessible, and Innovative

A CULTURAL DOWNTOWN

Authentic, Vibrant, and Artful

A SUSTAINABLE DOWNTOWN

Thriving and Balanced



PROPOSAL



The **Downtown Beaufort Merchants Association** would like to request **\$10,000** from Local Hospitality Tax.

- \$2000 Marketing: Rack cards promoting Activate Downtown Beaufort Annual Events Schedule
- Placed at HHI Airport, Sav Airport, SC Welcome center and Local Islands rental companies
- \$1000 New Flags for Frist Friday
- \$7,000 To match DBMA dues to create a \$14,000 fund for 11 First Friday Events.



The **Beaufort Area Hospitality Association** would like to request **\$12,000** from Local Hospitality Tax.

- \$6000 Live After 5 - Event entertainment March through November with additional entertainment 'block party'.
- \$3000 Downtown Beaufort advertising & marketing of special events & promotions
 - Sip & Strolls
 - Holiday's
 - Events
 - Promotions
 - Banner & Banner Space
 - Posters, Information Case Poster, Flyers for Activities & Events
- \$500 Banner Space & Banner
- \$2500 Sip & Stroll Events scheduled for February 12th & August 27th