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Passcode: 545990 +19292056099 Webinar ID: 861 2828 5267



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

**CITY COUNCIL CAPITAL PROJECTS WORKSHOP**

**November 26, 2024**

**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."

***SPECIAL WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 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. Philip Cromer, Mayor

**II. PRESENTATION**

A. Quarterly Capital Improvements Program (CIP) Update

**III. ADJOURN**



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 11/22/2024  
**FROM:** JJ Sauve and Raul Dominguez  
**AGENDA ITEM TITLE:** Quarterly Capital Improvements Program (CIP) Update  
**MEETING DATE:** 11/26/2024  
**DEPARTMENT:** City Managers Office

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***BACKGROUND INFORMATION:***

Attached is the Summary Memorandum and supporting documents for the CIP Quarterly Report Q-4 2024. This memorandum provides an update on the CIP Program and individual projects.

The agenda for discussing these items is as follows:

1. Introductions and Overview of Capital Improvement Program Updates
2. Overview of all CIP Projects (will be presented using the public CIP portal)
3. Specific Updates on the following ongoing projects:
  - o Downtown/Point Stormwater Projects
  - o Pigeon Point Playground
  - o Carnegie Library Repairs
  - o 500 Carteret St. Repairs
  - o 1st SC Volunteers Park
  - o Washington St. Park Phase I
  - o Southside Park Phase II
  - o Pigeon Point Landing
  - o Waterfront Park Engineering Services
4. Questions and Comments

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***PLACED ON AGENDA FOR:*** Discussion

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
CIP Quarter 4 2024 Memorandum	Backup Material	11/22/2024

Scott Marshall  
CITY MANAGER  
843-525-7070

John Sauvé  
ASSISTANT CITY MANAGER  
843-379-7525



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1911 Boundary Street  
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COUNCIL MEMBERS:  
Philip E. Cromer, Mayor  
Mike McFee, Mayor Pro Tem  
Neil Lipsitz  
Mitch Mitchell  
Josh Scallate

Tuesday November 19, 2024

## MEMORANDUM

To: City Council

From: J.J. Sauvé, *Assistant City Manager*  
Raul Dominguez, *CIP Director*

Re: Capital Improvement Program Quarterly Report- Q-4 CY 2024

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### **I. Summary Report**

Our new CIP Director, Raul Dominguez has already immersed himself in City projects and hit the ground running. Between now and the end of the year, project management will be transitioned on all active capital projects from ACM Sauve to CIP Director Dominguez. The CIP Team is actively interviewing candidates for the CIP Support Coordinator position. The team has currently reviewed twelve candidate applications and will complete a final round of interviews during early December.

The CIP Portal on the City website continues to be updated for the public as the CIP Team transitions all documents to the SharePoint/Office365 system. GIS is currently working with utility providers to integrate location data for better projects coordination in the future.

CIP Director Dominguez now attends the City of Beaufort Planning and Community development Department's weekly meetings to better integrate capital planning with citywide planning and development. The CIP Team has also worked with the County and other project partners to schedule monthly meetings moving forward to better coordinate both planned and ongoing projects between organizations. So far, the team has met with Beaufort County Engineering to review all CIP projects within and adjoining the City, the Town of Port Royal, Beaufort-Jasper Water and Sewer Authority, and Dominion Energy. Coordination is still ongoing with

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SC DOT due to staffing changes and the holidays. These meetings will continue on a regularly scheduled basis. In addition to these meetings the CIP Team will have a representative at other pertinent regional planning meetings such as the Northern Regional Implementation Committee and the Lowcountry Area Transportation Study on a consistent basis.

As CIP Director Dominguez transitions into managing ongoing projects, ACM Sauve will be focusing on previously identified and emerging capital needs for further discussion at the January Strategic Planning Retreat and for inclusion in the full Capital Improvements Planning Process the CIP Team will be undertaking with the public in calendar year 2025. The Capital Improvement Planning Process will be documented and tracked live online through the City's website and a transparency portal. A summary of the steps in the upcoming Capital Improvements Planning process are bullet pointed below.

- Internal Ten-Year Capital Needs Assessments- *Ongoing*
- 2026/27 Strategic Planning Session- *January 2025*
- Neighborhood Level Ten-Year Needs Engagement- *Spring/Summer 2025*
- Community Stakeholder Ten-Year Prioritization- *Summer/Fall 2025*
- Planning Commission Recommendation- *Fall 2025*
- City Council Adoption- *Fall/Winter 2025*
- Ongoing Annual Evaluation- *Continuous*
- Five-Year Check-In/Update- *Every 5 Years*

## **II. Project Updates**

### **Downtown/Point Stormwater Projects**

These projects are all nearing 100% design completion. The CIP Team is actively working with the engineers, SCOR, and RIA/SCIIP to develop bid packages for construction of the projects. The current holds on all the projects are all due to permitting and utility coordination.

### **Allison Road Streetscape and Stormwater Project**

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This project remains on schedule. Stormwater infrastructure has been installed and partnering utilities continue to work to underground utilities. The roadway has opened back up to the public. The final construction phases in November and early December involve sidewalk construction and road paving.

### **Southside Park Phase I and Phase II**

Phase 1 ribbon cutting is tentatively scheduled for Wednesday December 4, 2024, at 10 am. The original date for the ribbon cutting needed to be pushed back due to several items that had to be completed prior to the certificate of occupancy being issued for the pavilion.

Phase II design is currently being explored by the CIP Team and the contracted design team. The cost estimate and letter of authorization to begin design services for Phase II is in this packet for discussion.

### **Washington Street Park Phase I**

The City received a single qualified bid on the Washington Street Park Project. The bid is currently under review by S.C. Commerce related to CDBG funding, and the construction award should be completed in December. HDRB approval was granted in October with several staff and Board recommendations. Staff and the design team are looking into these recommendations and possibly cost savings associated with lowering the pavilion pad. Groundbreaking will most likely be scheduled for early 2025 considering the delay from Commerce and upcoming holidays.

### **Battery Shores Stormwater**

McCormick Taylor has completed design and permitting is moving forward for the improved outfall and retention pond. The RFP for constructions services is active at this time. Anticipated construction contract award in December.

### **Duke Street Streetscape and Stormwater**

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Davis & Floyd is currently working towards completion of permitting and utility coordination. The RFP for constructions services is active at this time. Anticipated construction contract award in December, with a construction start date in Q-1 or Q-2 of 2025 pending final permitting and utility coordination.

### **Spanish Moss Trail/North Street Extension**

This project is substantially completed and at the time of this report the only outstanding items relate to striping/painting.

### **Pigeon Point Landing**

An RFP for design/build services has been issued and the City received a single bid at closing on October 31. The design build contract requested separable pricing for the boat ramp, dock, and master planning services. The CIP Team is currently engaging with the single bidder on pricing and phasing. The proposal from O'Quinn Marine Construction, Inc. Is included in this packet for discussion.

### **Pigeon Point Playground**

Staff have worked with the state procurement contract to received proposed design ideas from approved vendors. A public survey will go out in November with the intention of entering into a contract for construction in December. The proposal from Cunningham Recreation is in this packet for discussion, and Julie Meir will present the proposed design.

### **Carnegie Library Repairs**

This project was bid out for a third time with no qualified bidders. Staff are exploring emergency procurement options due to water incursion and air quality complaints from tenants.

### **Waterfront Park Facia Repairs**

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843-525-7070

John Sauvé  
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The City has received preliminary notification of a grant award for these repairs. Formal notice is forthcoming, and this project will be closely coordinated with the Waterfront Park Engineering Services Project.

### **Waterfront Park Engineering Services**

Review committee reviewed the three bids received and interviewed the top two qualified bidders. The top qualified bidder has been selected and the CIP Team is currently engaging with the contractor on pricing and phasing options with the intention of bringing a contract forward in December. The proposal from McSweeney Engineers for phasing and initial pricing is in this packet for discussion.

### **Battery Shores Paving**

The City received a quote within budget from the County's contracted paving provider. County Council approved an MOU to provide the paving services for this project. The MOU was approved by City Council during the November 12, 2024 meeting.

### **Pigeon Point Stormwater Study**

The City has received a grant from SC Emergency Management Division for a stormwater study to be conducted in the Pigeon Point community. Staff are coordinating with SCEM on the steps necessary to publish an RFP/RFQ for this project.

### **Attachments**

Pigeon Point Playground Quote and Renderings (still being updated with feedback)

Southside Park Phase II Cost Estimates and Proposed Design Agreement

O'Quinn Marine Construction Proposal for Pigeon Point Landing

McSweeney Proposal for Phasing of Waterfront Park Engineering Services



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

10/24/2024  
 Quote #  
 171540-01-02

## Pigeon Point Park (Rev 1)

City of Beaufort  
 Attn: Nate Farrow  
 1521 Pigeon Point Road  
 Beaufort, SC 29902  
 United States  
 nfarrow@cityofbeaufort.org

Ship to Zip 29902

Quantity	Part #	Description	Unit Price	Amount
<b>5-12 Area</b>				
1	RDU	GameTime - Modular Powerscape Ramped 5-12 Unit	\$146,874.00	\$146,874.00
1	38112	GameTime - Log Crawl Thru	\$8,589.00	\$8,589.00
1	38055	GameTime - Spinning Leaf Seat (Tilted)	\$1,113.00	\$1,113.00
1	14927	GameTime - NDS Play On Sign Package		
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	INSTALL	MISC - Installation of Above Equipment	\$53,363.00	\$53,363.00
250	INSTALL	MISC - Concrete Curbs (Ln Ft)	\$61.73	\$15,432.50
1	INSTALL	MISC - Drainage for PIP Area	\$15,875.00	\$15,875.00
<b>2-5 Area</b>				
1	RDU	GameTime - Modular Powerscape 2-5 Unit	\$65,152.00	\$65,152.00
1	RDU	GameTime - 1-Bay Primetime Swing w/(1) Enclosed Tot Seat & (1) Expression Swing	\$4,313.00	\$4,313.00
1	BFLY-I-IG-T	Freenotes - Toddler Indigo Butterfly - (With Inground Mount Kit)	\$1,429.00	\$1,429.00
1	BFLY-O-IG-T	Freenotes - Toddler Orange Butterfly - (With Inground Mount Kit)	\$1,429.00	\$1,429.00
1	FWR-Y-IG-T	Freenotes - Toddler Yellow Flower - (With Inground Mount Kit)	\$1,619.00	\$1,619.00
1	FWR-I-IG-T	Freenotes - Toddler Indigo Flower - (With Inground Mount Kit)	\$1,619.00	\$1,619.00
1	INSTALL	MISC - Installation of Above Equipment	\$27,095.00	\$27,095.00
1	INSTALL	MISC - Installation of 3,811 SF EWF	\$5,000.00	\$5,000.00
1	INSTALL	MISC - Layout & Build Up 4' Path for PIP	\$6,320.00	\$6,320.00
<b>Freestanding Area</b>				
1	RDU	GameTime - 2-Bay Primetime Swings w/ (3) Belt Seats & (1) Zero-G Seat	\$4,986.00	\$4,986.00
1	81744	GameTime - 7' Double Wave Zip Slide F/S	\$12,095.00	\$12,095.00
1	INSTALL	MISC - Installation of Above Equipment	\$10,160.00	\$10,160.00
1	INSTALL	MISC - Installation of 5,294 SF EWF	\$6,350.00	\$6,350.00
451	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- <ul style="list-style-type: none"> <li>• 2-5 Area: 3,811 Sq.Ft. - 189 CY</li> <li>• Freestanding Area: 5,294 Sq.Ft. - 262 CY</li> <li>• Thickness (Compacted): 12"</li> </ul>	\$27.13	\$12,235.63



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
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10/24/2024  
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## Pigeon Point Park (Rev 1)

Quantity	Part #	Description	Unit Price	Amount
4400	PIP	GT-Impax - Poured in Place Safety Surfacing (SF)-  Includes: Materials (50% Standard Color/50% Black) Aromatic Binder 5-12 Area: 3,156 SF Flush Edges 2-5 Area: 1,244 SF (SF Includes Turn Down into EWF) 400 Ln Ft Turn Down Edges into EWF 3.75" Depth for 8' CFH 4" Thick Crushed Stone Subbase Installation Freight Dumpster <i>Security not included</i>	\$26.52	\$116,688.00
1	INSTALL	MISC - R&D of Existing Equipment- Playground Equipment Removal: (1) 2-5 Unit (1) 5-12 Unit (2) Wooden Bay Swing Sets (1) Plastic Playhouse (1) Seesaw (1) Wrinkle Wall (remove & relocate) (1) Mushroom Spinner (2) Freestanding Slides (1) Merry-Go-All (remove & relocate) (1) Mushroom Steppers	\$11,855.00	\$11,855.00
1	INSTALL	MISC - R&D of Existing Surfacing (Approx. 16,693 SF)- Price includes R&D of existing Rubber Curbs in 5-12 Area only	\$17,780.00	\$17,780.00
1	INSTALL	MISC - Dumpster/Haul Fees	\$14,110.00	\$14,110.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$561,482.13
			<b>Discount</b>	(\$93,446.94)
			<b>Freight</b>	\$13,338.00
			<b>Tax</b>	\$11,760.47
			<b>Total</b>	<b>\$493,133.66</b>

**Comments**

\* Progress payments may be required. Details to be confirmed prior to placing the order.

\* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.



## Pigeon Point Park (Rev 1)

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

10/24/2024  
Quote #  
171540-01-02

## Pigeon Point Park (Rev 1)

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$493,133.66**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

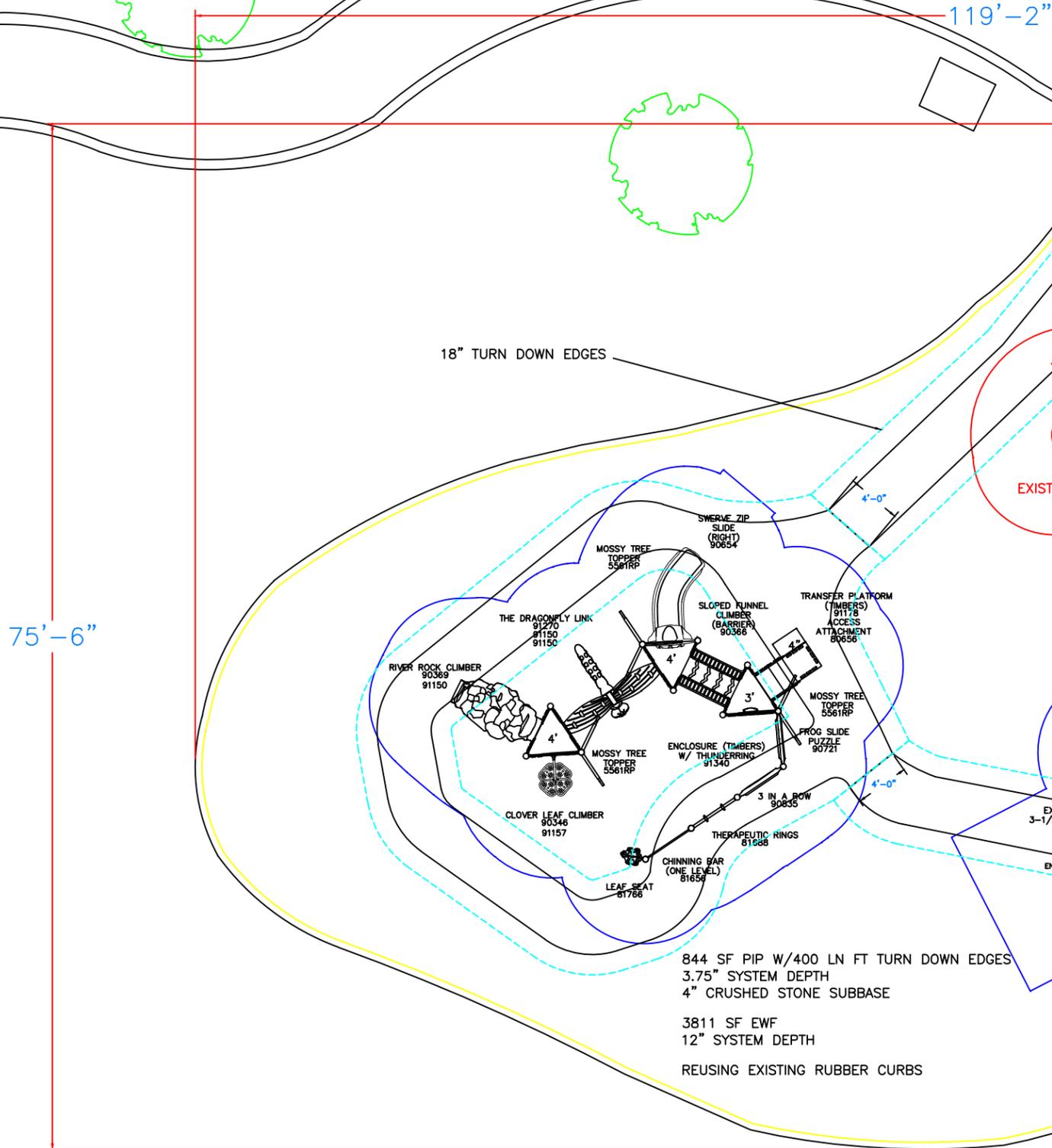
Address: \_\_\_\_\_

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

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



NDS INCLUSIVE  
PLAY SIGN  
PACKAGE  
14928  
NDS PLAY ON  
SIGN PACKAGE  
14927

4' HIGH RIBBON  
CLIMBER  
7053  
  
EXISTING EQUIPMENT IN RED

FREENOTES HARMONY  
(2) TODDLER BUTTERFLIES  
(2) TODDLER FLOWERS

844 SF PIP W/400 LN FT TURN DOWN EDGES  
3.75" SYSTEM DEPTH  
4" CRUSHED STONE SUBBASE  
  
3811 SF EWF  
12" SYSTEM DEPTH  
  
REUSING EXISTING RUBBER CURBS



ISO 9001 CERTIFIED  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Pigeon Point Park  
2-5 Area - Rev 1  
Beaufort, SC  
Representative  
Cunningham Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

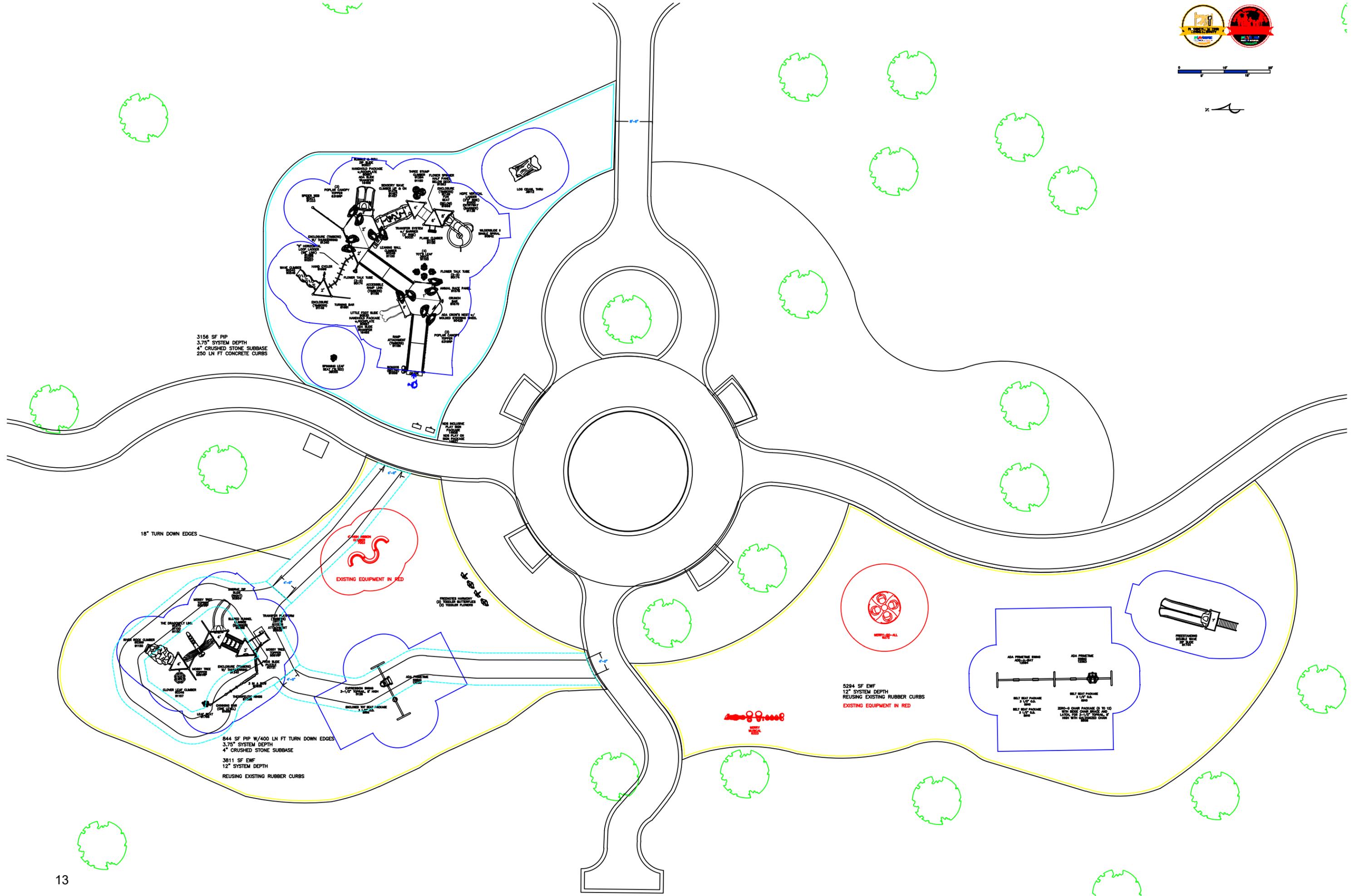
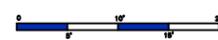
Total Elevated Play Components	6	Required	0
Total Elevated Play Components Accessible By Ramp	4	Required	3
Total Elevated Components Accessible By Transfer	4	Required	3
Total Accessible Ground Level Components Shown	8	Required	2
Total Different Types Of Ground Level Components	6	Required	2

This play equipment is recommended for children ages 2-5

Minimum Area Required:  
119'-2" x 75'-6"  
Scale:  
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
MW  
Date:  
10/21/2024  
Drawing Name:  
171540-01-02-2-5



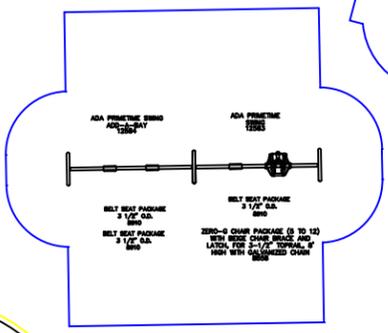
3156 SF PIP  
3.75" SYSTEM DEPTH  
4" CRUSHED STONE SUBBASE  
250 LN FT CONCRETE CURBS

18" TURN DOWN EDGES

EXISTING EQUIPMENT IN RED

5294 SF EWF  
12" SYSTEM DEPTH  
REUSING EXISTING RUBBER CURBS  
EXISTING EQUIPMENT IN RED

844 SF PIP W/400 LN FT TURN DOWN EDGES  
3.75" SYSTEM DEPTH  
4" CRUSHED STONE SUBBASE  
3811 SF EWF  
12" SYSTEM DEPTH  
REUSING EXISTING RUBBER CURBS





# Pigeon Point Park 2-5 Area - Rev 1

Design • Build • PLAY!



www.cunninghamrec.com

860.438.2790



# Pigeon Point Park 5-12 Area

Design • Build • PLAY!



www.cunninghamrec.com

Rev 1  
800.438.2790



# Pigeon Point Park Freestanding Area

Design • Build • PLAY!



Rev. 1

[www.cunninghamrec.com](http://www.cunninghamrec.com)

800.438.2790



# Pigeon Point Park Beaufort, SC

Design • Build • PLAY!



Rev 1

[www.cunninghamrec.com](http://www.cunninghamrec.com)

860.438.2790

# DAVIS & FLOYD

SINCE 1954

June 28, 2024

Linda Roper  
City of Beaufort  
Director of Downtown Operations  
500 Carteret Street, Suite B2  
Beaufort, SC 29902

Emailed this day: [lroper@cityofbeaufort.org](mailto:lroper@cityofbeaufort.org)

Re: Proposal for Professional Services  
Southside Park Phase 2 - Park Improvements  
PIN R120 008 000 0015  
City of Beaufort, SC

Dear Mrs. Roper:

Davis & Floyd (D|F) appreciates the opportunity to offer professional engineering and permitting services for the Southside Park Phase 2 Park Improvements located near the intersection of Battery Creek Road and Southside Boulevard within the City of Beaufort, South Carolina.

A breakdown of the fee per Task of this work is included in the below table. We hope that you find our proposed fee of **\$542,000** including expenses, to be acceptable. A full scope of work is defined in the attached Exhibit A.

Task		Fee
A – Schematic Design/Design Development Phase Services	\$	199,500
B – Construction Document Phase (90%)	\$	149,500
C – Permitting Phase	\$	41,500
D – Construction Document Phase (100%)	\$	6,800
E – Bid/Procurement Phase	\$	19,800
F.1 – Construction Administration	\$	76,500
F.2 – Weekly SWPPP Inspection (Stormwater Inspections)	\$	20,800
G – Reimbursable Expenses (Cost Plus)	\$	27,600
<b>Total Fee</b>	<b>\$</b>	<b>542,000</b>

A copy of D&F's Agreement for Professional Services is enclosed with this letter. Should you approve of the Scope of Services, Terms of Compensation, and the Terms and Conditions, you may execute a formal contract by executing the Agreement and returning to our attention or issuing a Purchase Order.

3229 W. Montague Avenue, North Charleston, SC 29418

o. (843) 554-8602 f. (843) 747-6485

[WWW.DAVISFLOYD.COM](http://WWW.DAVISFLOYD.COM)

Thank you for allowing Davis & Floyd the opportunity to support this project. Please don't hesitate to contact us should you have any questions or concerns.

Very truly yours,

**DAVIS & FLOYD**

Steven R. Wall, PE  
Associate, Senior Project Manager



Brent Robertson, PE  
Vice President, Civil Engineering

Enclosures:  
Agreement for Professional Services

# DAVIS & FLOYD

SINCE 1954

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 28th day of June, 2024 between City of Beaufort (Client) and Davis & Floyd, Inc. (D&F), along with the referenced Attachments, constitute the entire Contract. Acceptance is limited to the terms and conditions stated herein and attached.

**SERVICES:** Client authorizes D&F to provide services as set forth below in connection with Client's project (Project) described as follows: Southside Park Phase 2 - Park Improvements

**SCOPE:** D&F agrees to provide the Professional Services as defined in the attached Scope of Services (Attachment A).

**COMPENSATION:** Compensation for the Professional Services described in Scope Task(s) G

will be billed at a Time and Expense basis in accordance with D&F's Schedule of Rates (Attachment B) for an estimated amount of \$ 27,600.00. This is an estimate only and could be exceeded. Additional services requested or required in response to legal proceedings, including but not limited to depositions, will be invoiced at 1.5 times the applicable Standard Rate(s) in place at the time of services provided. Standard rates are subject to change without notice or written approval.

Compensation for the Professional Services described in Scope Task(s) A, B, C, D, E, F.1 & F.2

will be billed on a Lump Sum basis for a total amount of \$ 514,400.00.

**CONTRACT VALIDITY:** This Contract is valid only if signed within thirty calendar days of the date of this Agreement as noted above unless officially agreed to by both parties. No modifications, alterations, changes, or waiver to the Standard Terms and Conditions shall be valid or binding unless officially agreed to and acknowledged by both parties. A sample Amendment to Agreement for Professional Services is included as Attachment D.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf. Signatory further acknowledges receipt and acceptance of Standard Terms and Conditions (Attachment C).

### Client Acceptance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Davis & Floyd, Inc.

Brent P. Robertson  
\_\_\_\_\_  
Signature

Brent P. Robertson, PE  
\_\_\_\_\_  
Name of Signatory

VP Civil Engineering  
\_\_\_\_\_  
Title

6-28-2024  
\_\_\_\_\_  
Date

### Attachments:

- A) Scope of Services
- B) 2024 D|F Schedule of Rates
- C) Standard Terms and Conditions
- D) Sample Amendment to Agreement for Professional Services

# DAVIS & FLOYD

SINCE 1954

## Summary of Scope

Davis & Floyd, Inc. (D|F) along with sub-consultants will provide survey, civil engineering, architecture, landscape architecture, MEP services, permitting services, bidding services and limited construction services for the Southside Park Phase 2 – Park Improvements. The project is located near the intersection of Battery Creek Road and Southside Boulevard within the City of Beaufort, SC, as shown in the attached Exhibit A, prepared by Wood + Partners Inc (WP) dated May 9, 2022.

## Basis of Design

The scope of services for this project shall be based on Phase Two elements of the City approved Southside Park Conceptual Master Plan prepared by Wood+Partners Inc. dated May 9, 2022, Exhibit A to include the following Phase One Playground Area Improvements:

- 1) Completion of entry drive improvements including enhanced streetscape
- 2) New parking lot for approximately +/- 114 vehicles, serving the dog park
- 3) Outdoor fitness nodes
- 4) Completion of multi-use festival lawn sized for (2) two soccer fields
- 5) Arbor swings (bench-style)
- 6) Renovation of existing dog park to include small & large dog areas; enclosure fencing & entry corral with leash hooks; pet drinking fountain with misting spray and lockable hose bib; pet waste stations; possible artificial turf area (K-9 Turf) & agility training course
- 7) One (1) Large (4 table capacity); and one (1) small (2 table capacity) dog pavilion
- 8) Pervious trails
- 9) (2) Two new pedestrian bridges (utilizing a specified product similar to the existing pedestrian bridge)
- 10) Wetland trails, boardwalk(s) and overlook(s)
- 11) Interpretive signs (Content provided by Others)
- 12) Disc golf course with trailhead
- 13) Raised planting beds for use as Community Garden
- 14) Location of picnic tables, benches and trash receptacles to be supplied by City
- 15) Drinking Fountain
- 16) Landscaping and Irrigation (Improved areas, only)
- 17) Phase Two site electrical improvements to include parking lot & security lighting
- 18) Site electrical coordination with City consultant to provide power to cameras & IT. Cameras, IT and their design to be provided by Others
- 19) Renovation of existing community building, excluding any necessary hazardous material mitigation or structural upfits

## Project Background:

- 1) Phase One of Southside Park is currently underway and no established schedule for construction of Phase Two has yet been established.
- 2) The park currently contains restrooms and a picnic pavilion. These facilities along with access to the new playground, new parking and new pavilion with restrooms will remain unchanged and

should be protected during construction. The park is also home to a public works facility that will remain unchanged. An existing brick building is to be retained and renovated. Hazardous material testing for lead and asbestos for this building will be provided by D|F.

- 3) As of the date of this proposal, the park contains an existing Sheriff's trailer that will be removed from the site by the Owner under separate agreement.
- 4) The scope of services for this project includes Schematic Design/Design Development, preparation of Construction Documents, Permitting, support with the City of Beaufort's competitive bidding/procurement and Construction Phase Services for Phase Two Area Improvements at Southside Park. Services shall include normal site electrical engineering, architectural services (to include structural engineering and MEP services), landscape architecture and irrigation design. Wood + Partners shall provide Landscape Architectural services, project management and coordination with Davis & Floyd Engineering (D|F).
- 5) The procurement and delivery method for the project is to be competitive bidding in a single public bid for items within the project budget and as outlined above. D&F will coordinate with sub-consultants to support the City of Beaufort's standard procurement and bidding process in preparing bid documents.

#### Project Assumptions

This Scope of Services is based upon the following assumptions:

- 1) Property is properly zoned.
- 2) Phase 2 design will be coordinated with D|F's sub-consultant Wood + Partners.
- 3) Geotechnical exploration reports and studies will be provided by D|F's sub-consultant F&ME for pavement and structural foundation recommendations.
- 4) Critical line and freshwater wetland delineations will be completed by D|F's sub-consultant McCormick Taylor. Currently, it is anticipated that a USACOE wetland permit will be required for boardwalks and channel crossings. Tidal critical area permitting, cultural resource surveys, mitigation cost and threatened and endangered species are excluded from this proposal.
- 5) Survey will be completed by D|F.
  - a. Subsurface Utility Engineering (SUE) is not included. Potholing and/or borings to determine type, depth, size, condition, material, and other characteristics of underground features are not included in this scope of services.
- 6) Water service connections are planned to be provided for the park improvements. Water and sewer main extensions requiring SCDHEC permits are not included. Any sewer, water or other development impact fees will be paid for by the city.
- 7) Any variances and/or special exceptions are not included.
- 8) All permitting fees will be paid by D|F as reimbursable expenses.
- 9) As-builts and/or record drawings will be the responsibility of the awarded contractor.
- 10) Subdivision or easement plats are not included.
- 11) Negotiations with adjacent property owners and/or public meetings are not included.
- 12) Dog park pavilion structures are anticipated to be without power and fire protection.
- 13) If construction material supply-chain issues require substitutions that will involve re-permitting from agencies, additional services will be required.

## **Task A – Schematic Design/Design Development Phase Services (SD/DD)**

### 1. SD/DD Services

#### a. SD/DD Project Kick-off Meeting

- i) D|F along with WP will attend one (1) zoom/teams meeting with the City for a project kick-off (limited to 2 hours).

#### b. Surveying - Surveying Services will be completed by D|F. Survey will include the following:

- i) The parcel boundary of the approximate 12.3 acre site;
- ii) Trees over 10” in diameter within the Phase 2 limits;
- iii) Topographic contour lines (NAVD 88 Datum) and existing drainage ditches;
- iv) Set on-site vertical benchmarks;
- v) Locate utilities marked by “811 locates” and as found by various utility departments;
- vi) Show FEMA/FIRM flood zone data, locate buildings, storm/sewer with inverts, DHEC/OCRM critical lines, USACE wetlands and all physical features within the project limits.

#### c. Utility Coordination

- i) D|F will contact the local utility providers to request record drawings to determine location, capacity, and request willingness to serve letter for water and sewer services;
- ii) D|F will provide the City with a summary report of the utility findings.

#### d. Stormwater Modeling

- i) D|F will develop best management practices to meet the stormwater quality requirements of the City of Beaufort. The Southern Lowcountry Stormwater (SoLoCo) Ordinance and Design Manual will be utilized for this project. Our team will establish and provide design criteria based on the water quality requirements for the project. The SoLoCo design manual indicates 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.

#### e. Geotechnical - Geotechnical exploration reports and studies will be provided by D|F’s sub-consultant F&ME. The report will be limited to the Phase 2 area and will include the following.

- i) Site preparation and grading;
- ii) Allowable bearing pressures and associated predicted total and differential settlements for shallow spread footings;
- iii) Unsuitable soil, if encountered;
- iv) Asphalt concrete over graded aggregate base (GAB) structural pavement section for the parking lot;
- v) Site soil infiltration rate in inches per hour (in/hr).

- f. Wetlands - Critical line and freshwater wetland delineations will be flagged by D|F's sub-consultant McCormick Taylor.
  - i) Prior to conducting the environmental survey, McCormick Taylor will review existing data, which includes
    - (1) Review of the National Wetlands Inventory (NWI);
    - (2) The National Resource Conservation Service (NRCS) soil survey data;
    - (3) The National Hydrographic Dataset (NHD);
    - (4) Current aerial imagery and available contour data.
    - (5) Wetlands and other Waters of the U.S. (WOTUS) will be delineated in accordance with the USACE Wetlands Delineation Manual and the Coastal Plain Regional Supplement. Hydrological conditions, present vegetation, and soil profiles will be documented. These features will be flagged in the field and mapped using a Trimble Geo 7x GPS receiver that provides submeter accuracy. Any features present will be recorded on a site map and submitted to the USACE as part of the Jurisdictional Determination packet. Wetland permitting is not included.
  
- g. Professional Services – D|F will utilize Wood and Partners (WP) and their sub-consultants to provide Landscape Architectural Services, Site Electrical Engineering, Architectural, Structural, Mechanical, Plumbing and Electrical design services. WP will provide services that consist of usual and customary design services. They will work with D|F to submit the plans to the appropriate jurisdictional authorities in application for required permits. They will develop and submit plans in alignment with Schematic Design/Design Development, Construction Documents, and Permitting Documents. They will support efforts during the Bidding/Procurement Phase and Construction Phase until project closeout.
  
- h. SD/DD Documents - Based on the information gathered from items a–g, D|F and the design team will prepare Schematic Design/Design Development Documents. The Documents shall illustrate and describe the development of the approved Master Plan (Phase 2) and shall consist of drawings and other documents including plans, and typical construction details to fix and describe the size and character of the Project as to Architectural, Landscape Architectural, site electrical systems, and other appropriate elements. The Documents shall also include information that identifies major materials and systems and establish, in general, their quality levels.
  - i) Civil drawings will include the following:
    - 1. Cover Sheet and General Notes
    - 2. Existing Conditions Plan
    - 3. Demolition Plan and Tree Protection
    - 4. Site Plan
    - 5. Grading Plan
    - 6. Water Service Plan
    - 7. Site Detail Sheets
  
- i. Cost Estimate – D|F will provide a rough probable cost estimate for the Phase 2 Site Improvements. This information will be based on existing prices from previous D|F and design team projects. Due to market inflation, a contingency will be included in the estimate.

- j. Value Engineering – Based on the preliminary cost estimates, D|F will attend one (1) meeting with the City to discuss options to reduce cost to meet the Clients budget. Options approved by the City will be implemented and the site plan revised accordingly.
- k. Lead and Asbestos Survey for Vacant Community Building – D|F will complete field activities that include collecting an estimated number of samples for asbestos (24 PLM and 6 TEM) analysis. We will also use X-Ray Fluorescence (XRF) technology to take lead paint sample shots and grab one composite sample to analyze for TCLP lead. Roof samples will not be included as part of this project. D&F understands the buildings will be vacant at the time of the inspection. Collection of building samples for laboratory analysis will result in slight damage to the building material. D&F will not be responsible for repairing sample locations. Collection of building samples will be made to reduce visible damage to a level of adequate sample collection. D&F will not be held liable for damages incurred during the field activities. D&F will create a report based on the findings of the field activities and laboratory analysis and provide recommendations based on the findings.
- l. During the schematic design/design development phase, D|F and WP shall participate in up to two (2) meetings in Beaufort with interested dog park users for the purposes of defining dog park improvements and two meetings with the Southside Park Committee. These meetings will be advertised and promoted by the City.
- m. D|F and WP will participate in bi-weekly virtual team meetings conducted throughout the design and permitting portion of Phase Two (Estimated at no more than 9 months or 18 meetings). At the commencement of construction these meetings will cease; and regular on-site Owner/Architect/Contractor meetings will replace them.

**Task B – Construction Documents (90% CD’s)**

- 1) Based on the City of Beaufort’s approval of the Schematic/Design Development Documents, and on the Client’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, D|F and the design team will advance the project and prepare Construction Documents. The Construction Documents shall illustrate and describe the further development of the approved Schematic/Design Development Documents and shall consist of Drawings and Technical Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Client and D|F acknowledge that, to perform the Work, a General Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the design team shall review.
- 2) During the development of the Construction Documents, D|F shall obtain from the Client the following:
  - a. Format of drawings and specifications to be used.
  - b. If used, the format of unit price list for select elements of the project (D|F’s unit list will not be comprehensive).
  - c. The bidding requirements, Conditions of the Contract (General, Supplementary and other Conditions) and sample forms (i.e. bid form, etc.) will be provided.
  - d. D|F shall provide technical specifications for to be included in a project manual that will be issued by the Client.

- e. D|F and their design team shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- f. D&F shall submit the Construction Documents to the Client at the 30% and 90% complete stages; advise the Client of any adjustments to the estimate of the Cost of the Work; and take any action required to remedy and request the City of Beaufort's approval. If at this time the design teams estimate of the Cost of the Work exceeds the budget for the Cost of the Work, D&F shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client shall participate with D|F in making such adjustments.
- g. Drawings at the 90% complete will include the following:
  - i. Cover Sheet and General Notes
  - ii. Existing Conditions Plan
  - iii. Demolition Plan and Tree Protection
  - iv. Site Plan
  - v. Grading Plan
  - vi. Drainage Plan and Profiles
  - vii. Erosion Control Plan
  - viii. Water Service Plan
  - ix. Dry Utilities Plan
  - x. Site Detail Sheets
- h. During the 90% Construction Document phase, D|F and WP shall participate in one meeting with the Southside Park Committee for a final presentation. The meeting will be advertised and promoted by the City.

**Task C – Permitting Phase**

- 1) D|F and their Design Team in concert with the Client shall prepare preliminary and final technical plans for submittal to the Design Review Board (DRB) of the City of Beaufort including attending any necessary staff and/or committee meetings to represent and obtain design reviews.
- 2) D|F and sub-consultant WP in concert with the Client shall prepare technical plans for submittal to City of Beaufort to obtain a sign permit. This includes attending any necessary staff and /or committee meetings to represent and obtain design approval.
- 3) D|F and their team shall coordinate with the Client as we provide storm water and utility designs including submittal documents to permitting agencies. The permits submittals will include:
  - a. SCDHEC CZC
  - b. SCDHEC NOI (NPDES)
  - c. USACE Nationwide Permit (NWP) for boardwalks and channel crossings.
  - d. City of Beaufort Planning and Zoning
  - e. Beaufort-Jasper Water & Sewer Authority
  - f. Dominion Energy for Power
- 4) Permitting application fees and any other applicable fees for the project shall be considered reimbursable expenses.

**Permitting Exclusions:**

If additional permitting is required outside the scope of services, it will be considered additional services and billed at the rates shown in the attached Standard Rate and Reimbursable Schedule.

### **Task D – Construction Documents (100% CD’s)**

Based on comments from the permitting agencies, D&F and the design team will finalize and prepare the 100% level CD drawings and specifications to be submitted as Stamped Construction Plans for building permits.

- 1) Drawings at the 100% complete will include the following:
  - a. Cover Sheet and General Notes
  - b. Existing Conditions Plan
  - c. Demolition Plan and Tree Protection
  - d. Site Plan
  - e. Grading Plan
  - f. Drainage Plan and Profiles
  - g. Erosion Control Plan
  - h. Water Service Service Plan
  - i. Dry Utilities Plan
  - j. Site Detail Sheets

### **Task E– Bidding/Procurement Phase**

D|F will provide limited assistance during bidding and will provide the following services.

- 1) Following the City of Beaufort’s approval of the Construction Documents, D|F shall be available to assist the Client with competitive bidding of the project.
- 2) D|F shall assist the Client in bidding the Project by:
  - a. Making drawings and specifications available for inclusion in bidding documents. D|F will take the lead in bidding the project per City procurement requirements.
  - b. Attending a pre-bid conference for prospective bidders.
  - c. Assisting the Client in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
  - d. Reviewing bidding results, as organized and conducted by the Client or City of Beaufort.
- 3) D|F and the design team shall, as an Additional Service, consider requests for substitutions and prepare necessary addenda identifying approved substitutions to all prospective bidders.
- 4) If previously approved design items are adjusted during the procurement phase (i.e. value engineering; consideration of alternative materials; etc.) D|F and/or their team members shall not be responsible for amendments to the bid documents without additional compensation.

### **Task F.1– Construction Administration**

- 1) D|F shall provide limited administration of the Contract between the City and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the City and Contractor modify AIA Document A201–2017, those modifications shall not affect D|F’s services under this Agreement unless the Client and the D|F amend this Agreement.
- 2) D|F shall advise and consult with the Client during the Construction Phase. D|F shall not have control over, charge of, or responsibility for the construction means, methods,

techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall D|F be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. D|F and the Design Team shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

- 3) D|F's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of issuance of the final Certificate for Payment.
- 4) D|F and the design team shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, D|F and the design team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The number of on-site visits included in basic services are defined in paragraph F.5., below. If additional site visits are requested by the Client, they shall be considered Additional Services.
- 5) If D|F and the Design Team provides Construction Phase Services exceeding the limits set forth, they shall be considered as Additional Services. When the limits below are reached, D|F shall notify the Client:
  - a. Two (2) reviews of each Shop Drawing, Product Data item, sample, and similar submittals of the Contractor. Additional submittal review will be considered additional services.
  - b. One (1) pre-construction meeting led by the Client and conducted in Beaufort with the successful general contractor and critical subcontractors.
  - c. Seven (7) visits to the site by D|F and WP during construction; plus one (1) visit to the site for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and one (1) visit to the site for any portion of the Work to determine final completion, totaling nine (9) site visits during the construction phase by D|F and WP.
  - d. Based on the site visits, the D|F shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client the following:
    - i. Known deviations from the Contract Documents.
    - ii. Known deviations from the most recent construction schedule submitted by the Contractor, and
    - iii. Defects and deficiencies observed in the Work.
  - e. D|F shall review and comment on the amounts due to the Contractor following receipt of monthly pay applications. D|F's input on payment shall constitute a representation to the Client, based on the evaluation of their Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount requested.
  - f. The foregoing representations are subject to the following:
    - i. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.

- ii. Results of subsequent tests and inspections.
  - iii. Correction of minor deviations from the Contract Documents prior to completion, and
  - iv. Specific qualifications expressed by D|F.
- g. The review and input on Certificate for Payment shall not be a representation that D|F has:
  - i. Made exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
  - ii. Reviewed construction means, methods, techniques, sequences, or procedures.
  - iii. Reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or
  - iv. Ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- h. D|F and the design team shall review and approve, or take other appropriate action upon, the Contractor's submittals applying to their work such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. D|F's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. D|F's and the design team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- i. D|F and the design team shall:
  - i. Conduct site visits to comment on the determination of a date or dates of Substantial Completion and the date of final completion.
  - ii. Provide input on the Client's issuance of a Certificate of Substantial Completion.
  - iii. Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  - iv. Provide input on the Client's issuance of a final Certificate for Payment based upon a final inspection indicating that, to the best of D|F and the design team's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- j. D|F and the design team's site observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- k. The Client shall be responsible for obtaining the appropriate closeout documents required by the contract documents and received from the Contractor.

**Task F.2– Weekly SWPPP Inspection (Stormwater Inspections)**

- 1) D|F will provide weekly required DHEC erosion control inspections (SWPPP) to document the construction site by a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI). Fifty-two (52) inspections are proposed based on a 9-month construction duration and a 2-month additional site stabilization period so that a DHEC notice of Termination (NOT) can be submitted to close-out the project. Weekly reporting will be completed, and documentation will be distributed to the city and contractor.

**Task G – Reimbursable Expenses**

- 1) D|F will invoice for reimbursable expenses on a cost-plus basis and providing an estimated fee based on what these expenses may be. Reimbursable expenses include mileage, printing, permit fees paid in advance on the Owners behalf, color plotting and subsistence. All project related reimbursable expenses (i.e., reproduction, copies, plots, postage, delivery, fax, renderings, accommodations, meals, travel, etc.) in connection with this project are estimated, but not guaranteed to be in the range of 7% of the contract amount above. Only reimbursable costs incurred will be billed. We will only invoice for actual expenses accrued.

(End of Scope of Services)

**DAVIS & FLOYD, INC.**  
**STANDARD TERMS AND CONDITIONS**

Unless otherwise agreed in a written contract, services provided by Davis & Floyd, Inc. are expressly limited to the terms and conditions stated herein.

1. **QUALITY OF WORK.** All services of Davis & Floyd, Inc., ("D&F"), and its subsidiaries, independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice. All estimates, recommendations, opinions and decisions of D&F will be on the basis of the information available to D&F's experience, technical qualifications, and professional judgement.

2. **INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Client will be responsible for any applicable taxes in the manner and amount as required by law.

Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expandable materials and supplies purchased specifically for the Project. A fifteen percent (15%) handling and administrative charge will be added to those foregoing items, which are purchased from outside sources. When D&F, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense. Analyses performed in the D&F's or D&F's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.

Unpaid balances shall be subject to a late charge at the rate of one and one half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, D&F may, after giving seven days written notice to Client, suspend services without liability until Client has paid in full all amounts due D&F on account of services rendered and expenses incurred, including late charges on the past due invoices. Payment of invoices is not subject to discounting by Client. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the agreement between D&F and the Client. Venue of legal proceedings shall be in the county of the principal place of business of D&F.

3. **CHANGES OR DELAYS.** Unless the accompanying Proposal provides otherwise, the proposed fees constitute the D&F's estimate to perform the services required to complete the Project, as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. D&F will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

4. **INSURANCE.** As protection for D&F, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at D&F's expense. Certificates of such insurance will be provided to Client upon request. D&F agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to D&F) provided the costs for additional insurance are reimbursed by Client.

5. **INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, D&F shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of D&F, D&F's officers, directors, partners, employees, and consultants in the performance of D&F's services under this agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless D&F, D&F's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this agreement.

To the fullest extent permitted by law, D&F's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of D&F and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that D&F's negligence bears to the total negligence of Client, D&F, and all other negligent entities and individuals.

6. **LIMITS OF LIABILITY.** It is understood that any and all professional liabilities incurred by D&F throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by D&F, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

7. **LITIGATION.**

All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by D&F, in connection with work performed for that Client, shall be paid by the Client. Such costs shall include, but not be limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and other expenses deemed reasonable and associated with said litigation.

8. **ACCESS.** Client shall arrange for safe access to and make all provisions for D&F and D&F's consultants to enter upon public and private property as required for D&F to perform services.

9. **TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs D&F incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

10. **CONFIDENTIALITY.** D&F shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to D&F or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of D&F, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Client agrees that D&F may use and publish Client's name and a general description of D&F's services with respect to the Project in describing D&F's experience and qualifications to other Clients or potential Clients.

11. **COST ESTIMATING.** Since D&F has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but D&F cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.

12. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by D&F (and D&F's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and D&F shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by D&F for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to D&F or D&F's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle D&F to further compensation at rates to be agreed upon by Client and D&F.

13. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by D&F. Files in electronic media format of text, data, graphics, or of other types that are furnished by D&F to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, D&F makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by D&F at the beginning of the assignment. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 30-day acceptance period. D&F shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

14. **HANDLING OF SAMPLES.** With regards to samples received by D&F for laboratory analysis, after the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days. Prior arrangements must be made if samples are to be held for longer periods. D&F may charge a monthly fee for long-term storage of samples. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of disposal or returning the samples may be invoiced to the Client. The sample and portions thereof remain the property of the Client at all times.

15. **RETENTION OF LABORATORY REPORTS.** After analytical results have been reported to Client, D&F will normally retain copies of such analytical reports for a period of three years, after which time such reports may be destroyed. D&F makes no guarantee and assumes no responsibilities for retention of such reports. If Client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

16. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by D&F. D&F's acknowledgement of receipt of any purchase order, requisition, notice or authorization of D&F's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

17. **PROPRIETARY DATA.** The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without express written consent of D&F.

18. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the principal place of business of D&F.

19. **CONTRACTS.** All contracts are subject to review and approval by D&F's legal department and must be signed by a corporate officer.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

**Amendment No. \_\_\_\_\_**

**The Effective Date of this Amendment is: \_\_\_\_\_.**

Background Data

Effective Date of Agreement for Professional Services:

Client:

Engineer: Davis & Floyd, Inc.

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Client
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include method of compensation, if applicable (LS, CP, CPM, other).]

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Attachment C.

Client and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf.

**Client Acceptance**

**Davis & Floyd, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAMPLE



Swing Bench



Bench



Picnic Table



Trash Receptacle



Playground and Safety Surface



Dog Park Entry



K9 Grass (Artificial Turf)



LEGEND	
<b>A</b>	<b>CONTROLLED VEHICULAR ENTRY</b>
<b>B</b>	<b>WOODLAND PLAYGROUND &amp; PARKING</b> <ul style="list-style-type: none"> <li>• 2-5 Year Old Play</li> <li>• 5-12 Year Old Play</li> <li>• Accessible Features</li> <li>• Picnic Tables &amp; Benches</li> <li>• ± 41 Parking Spaces</li> </ul>
<b>C</b>	<b>EVENT PAVILION</b> <ul style="list-style-type: none"> <li>• Restrooms &amp; Storage</li> <li>• 6 Picnic Table Capacity</li> <li>• Serves Playground &amp; Festival Lawn</li> </ul>
<b>D</b>	<b>FITNESS NODES (3)</b> <ul style="list-style-type: none"> <li>• Stations with Mixed Outdoor Fitness Equipment (2 per Node)</li> </ul>
<b>E</b>	<b>ENHANCED STREETSCAPE</b> <ul style="list-style-type: none"> <li>• On-Street Parking</li> <li>• Sidewalks</li> <li>• Canopy Trees</li> </ul>
<b>F</b>	<b>MULTI-USE FESTIVAL LAWN</b> <ul style="list-style-type: none"> <li>• Re-Grade for proper drainage</li> <li>• Provide Festival Opportunities</li> <li>• Provide Free Play Recreation</li> <li>• Sized for (2) Soccer Fields (225'x360')</li> <li>• Concrete Walk with Swing Benches</li> </ul>
<b>G</b>	<b>RENOVATE EXISTING RESTROOMS</b>
<b>H</b>	<b>IMPROVED PARKING FOR DOG PARK, FESTIVAL LAWN &amp; DISC GOLF COURSE</b> <ul style="list-style-type: none"> <li>• ± 114 Parking Spaces</li> </ul>
<b>I</b>	<b>RENOVATED DOG PARK</b> <ul style="list-style-type: none"> <li>• Large and Small Dog Areas</li> <li>• New Fence Enclosures</li> <li>• New Common Entry Corral with Leash Hooks</li> <li>• New Pet Fountain with Misting Sprays &amp; Lockable Hose Bibb</li> <li>• Artificial (K-9) Turf in Large Dog Area</li> <li>• Potential Agility Course &amp; Surfacing</li> <li>• Large Dog Picnic Pavilion (4 Table Capacity)</li> <li>• Small Dog Picnic Pavilion (2 Table Capacity)</li> <li>• Pet Waste Stations</li> </ul>
<b>J</b>	<b>POTENTIAL WALK CONNECTIONS TO WADDELL ROAD &amp; COUNTY PARK SITE</b>
<b>K</b>	<b>CREATED WETLAND HABITAT AND DRAINAGE AREAS</b> <ul style="list-style-type: none"> <li>• Expand Low Areas to Create Wetland Habitat and Improve Site Drainage Storage</li> <li>• May Utilize Cut for Fill On-Site to Re-Grade Festival Lawn</li> <li>• Wetland Overlook</li> <li>• Interpretative Signage</li> </ul>
<b>L</b>	<b>DISC GOLF COURSE (9 HOLES) &amp; TRAILHEAD</b>
<b>M</b>	<b>HALF COURT BASKETBALL (42' x 50')</b> <ul style="list-style-type: none"> <li>• Benches</li> </ul>
<b>N</b>	<b>NORTHWEST PERVIOUS PATHS</b>
<b>O</b>	<b>RENOVATE EXISTING COMMUNITY BUILDING</b>



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 Davis & Floyd*

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

AGREEMENT made as of the 16<sup>th</sup> day of June in the year 2021.

BETWEEN the Owner:

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

and the Consultant:

**Davis & Floyd  
3229 W. Montague Avenue  
North Charleston, SC 29418**

The Project is:

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

**The Owner and Davis & Floyd, Inc. agree as follows:**

**ARTICLE 1 - THE DOCUMENTS**

The contract Documents consist of this Agreement, (**City of Beaufort and Davis & Floyd, 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 Davis & Floyd 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-**

**Davis & Floyd, 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:  
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**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 Davis & Floyd, 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** DAVIS & FLOYD INC. representative is:

**D. BRICE URQUHART, PE  
DAVIS & FLOYD  
3229 W. MONTAGUE AVENUE  
NORTH CHARLESTON, SC 29418  
(843)554-8602**

**5.3** Neither the Owner's nor the Davis & Floyd 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 Davis & Floyd, Inc. (Consultant)



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**

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

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 designated, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

*Kerolene Kennedy*  
WITNESS  
(Signature)

*[Signature]*  
CITY OF BEAUFORT  
(Signature)

Kerolene Kennedy  
(Printed Name)

*William A. Prokop*  
CITY MANAGER

*Jay Phillips*  
WITNESS  
(Signature)

Jay Phillips  
(Printed name)

*Todd J. Warren*  
WITNESS  
(Signature)

*[Signature]*  
DAVIS & FLOYD CO.  
(Signature)

Todd J. Warren  
(Printed Name)

D. BRICE KRANHAUST VICE PRESIDENT  
(Printed name and title)

*[Signature]*  
WITNESS  
(Signature)

ERIC S. DICKET  
(Printed name)



## Pigeon Point Boat Landing Master Plan Concept

### Phase 1 Scope of Services - \$58,000

(\*Start as soon as contract is signed.)

- I. Bonding
- II. Full survey of entire park
  - a. Boat landing parking
  - b. Boat ramp
  - c. Existing float
  - d. Existing Piles
  - e. Critical line signed off by Bureau of Coastal Management (Department of Environmental Services)
- III. Conceptual layout of new and existing amenities
- IV. Furnish all drawings to city staff for input

### Phase 2 Scope of Services - \$245,000 - \$300,000

(\*Hope to begin this phase in the beginning of February 2025)

- I. Permitting immediately
  - a. US Army Corps of Engineers
  - b. SC Department of Environmental Services
    - i. Water Quality/ Storm Water
    - ii. Bureau of Coastal Management quality
- II. Structural Engineering
  - a. Design of all bulkheads and rock revetments
  - b. Floating docks
  - c. Boat ramp
- III. Civil Engineering
  - a. Elevations
  - b. Storm water retentions
  - c. Road ways
  - d. Parking
  - e. Electrical
  - f. Include lighting and surveillance if needed

**Phase 3 Scope of Services – Master Plan Build (\$1,250,000 - \$1,850,000)**

\*(Start March-April 2026)

(At the time of build all plans and permits will be in hand. We are now shovel ready. At this time, we hope the budgetary numbers will include construction for the following.)

- I. Upland parking
- II. Storm water
- III. Single lane boat ramp
- IV. New aluminum courtesy dock
- V. Additional ramp and float for kayak access to existing Observation dock.

Respectfully Submitted,

*J. W. Weatherford*

O'Quinn Marine Construction Inc.

General Manager

[jw@oquinnmarineinc.com](mailto:jw@oquinnmarineinc.com)

843.522.3313

95 Sheppard Rd.

Beaufort, SC 29907



November 21, 2024

Jay Phillips  
Procurement Administrator  
City of Beaufort  
Beaufort, SC 29902  
(843) 525-7071

**RE: Beaufort Waterfront Park Relieving Platform Project – Phase 1A**

Dear Mr. Phillips:

The McSweeney Engineers Team is pleased to submit this proposal for the Beaufort Waterfront Relieving Platform Project. The Project Delivery Team consists of the City of Beaufort, McSweeney Engineers, JMT, Davis & Floyd, F&ME, and O’Quinn Marine Construction.

We suggest that the project be broken out into multiple phases. We believe that providing an all-inclusive price for the entirety of the project at this juncture would force the team members to increase their respective fees to cover increased risk and uncertainty. The data collected during Phase 1A will help reduce the uncertainty of the subsequent phases thereby keeping future phasing fees relevant to the actual design effort anticipated rather than attempting to capture contingencies. The anticipated project phases are as follows:

- Phase 1 (Two Parts)
  - Phase 1A – Preliminary Data Collection
  - Phase 1B – Final Data Collection and Modeling
- Phase 2 – Development of Alternatives (e.g. Higher-level Feasibility; Prelim Design to Preferred Alternative, Grant Investigation).
- Phase 3 – Final Design and Permitting.
- Phase 4 – Construction.

This proposal covers our suggested scope and fee for Phase 1A as detailed herein.

### **Project Understanding**

---

We understand that the Henry C. Chambers Waterfront Park is a major meeting hub and venue for festivals and concerts for the City of Beaufort, SC. On June 11, 2024, during the City Council Work Session, McSweeney Engineers presented Relieving Platform and Sewall Condition Assessment 2024. Based upon the McSweeney report, and following selection interviews, the City selected the McSweeney Engineers Team to advise the City on remedial action(s) for the Downtown Beaufort Waterfront Park Relieving Platform.

This proposal is for Phase 1A and covers the initial data collection efforts and engineering studies required for determining a range of feasible repair or replacement options.

## Phase 1A – Preliminary Data Collection

---

**Task 1: Project Management** – For this task, McSweeney Engineers will perform the following subtasks:

- 1.1. Meetings:** Coordinate with the project team and City’s Project Manager. Arrange and attend project meetings, conferences and on-site review meetings. Prepare and distribute meeting minutes when applicable.
- 1.2. Schedule:** Manage and monitor the project schedule as set forth in the contract. Keep the City up to date on the schedule and inform them of items that may affect the overall project schedule.
- 1.3. Billings:** Prepare monthly invoices for City review, approval and payment. Review subconsultant invoices and cost submittals included for payment on monthly invoices. Monitor payments to subconsultants’ services provided.
- 1.4. Progress:** Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered and satisfactorily resolved during the previous month.
- 1.5. Subconsultants:** Provide overall management of all design efforts including the management of the Design Team’s subconsultants and team members. Monitor subconsultant activities and adherence to overall project schedule and budget.
- 1.6. Coordination:** Coordinate activities and design with other involved Agencies, where applicable.
- 1.7. Quality:** Implement quality assurance and quality control measures to produce plans that conform to the City of Beaufort, Beaufort County, and State requirements, as necessary.

**Purpose:**

- 1) Effective communication and project management

**Deliverables:**

- 1) Monthly status reports, including a project schedule update, will be provided.
- 2) Meeting minutes will be provided.

**Task 2: Information/Data Collection** – For this task, the McSweeney Team will perform the following subtasks:

**2.1 As-built Survey:**

1. Provide the as-built, tree, topographic, underground utility locate, and hydrographic survey of the approximately 2.2 acres of upland within a 50’ strip along the Relieving Platform and an additional approximately 4.7 acres of bathymetric survey in the Beaufort River in a 100’ wide swath immediately adjacent to and for the full length of the park’s waterfront.
2. Show the BCM critical area line, the mean high and low water lines.
3. Locate the portion of the marina and the day dock within the 100’ wide survey limits along the park’s waterfront.

4. Coordinate with the SUE utility locate consultant in marking and surveying the horizontal location of the underground utilities. The utility locate survey does not include potholing to verify conduit material type, size, and depth of the utilities.

**Purpose:**

1. Determine channel bottom elevations for structural analysis, preliminary design, and permitting services.

**Deliverables:**

1. Survey data (raw).
2. Post-processed survey data (e.g., digital elevation model, surface rasters, and contours).
3. Survey notes and survey control data/information.

**2.2 Utility Coordination and Subsurface Utility Engineering:**

1. Deploy EM/GPR to determine the horizontal position of detectable utilities.
2. Designate the utilities and mark them on the ground using water-based paint on the grass, and chalk on the tabby or brick walks.
3. Coordinate with D/F surveyors to ensure utilities marked in chalk are surveyed daily as needed.
4. Following completion of utility designation, an electric field sketch will be provided.
5. Gravity systems and irrigation beyond the meter are excluded from the scope of work.
6. Meet with the utility providers to identify what will be involved with relocating the utilities beyond the limits of the Relieving Platform project or what will be involved in constructing a temporary bypass for the duration of the Relieving Platform project, then rebuilding the utilities in place.
7. Prepare a conceptual plan identifying the bypass route for the utilities that must remain in place and the new routes for the utilities that can be relocated.

**Purpose:**

1. Determine and record existing as-built conditions for planning, permitting, and design.

**Deliverables:**

1. As-built survey for Phase 1A survey limits as shown in the attached exhibit.

**2.3 Geotechnical Investigation:** Our geotechnical engineering subconsultant, F&ME, will conduct soil borings along the Relieving Platform. The geotechnical information will be used to evaluate alternatives involving retention/repurposing the existing platform in addition to other alternatives supported independently (e.g., with new or augmented pile/structural foundations). The geotechnical investigations will include:

1. FME proposes to perform four (4) Standard Penetration Test (SPT) borings along the east half of the relieving platform. The target boring depth will be approximately fifty (50) feet below the mudline. If competent limestone is encountered, competent limestone will either be cored using an NX core barrel or drilled through with a tricone/button drill bit to determine the approximate thickness of the competent limestone. The borings will be performed over water from the deck of a barge. SPT sampling will be conducted in five (5) foot intervals over the course of the borings. If rock coring is performed, rock coring will be performed in five (5) foot core runs.
2. FME will evaluate the recovered SPT samples. Samples will be selected for laboratory testing. The laboratory testing will include sixteen (16) grain size distribution, Atterberg limits, and moisture content determinations. The results of our laboratory testing will be utilized to help classify recovered soil samples.

**Purpose:**

1. Classify soil strata adjacent to the structure for design purposes.

**Deliverables:**

1. A report that includes a summary of the field exploration, laboratory test results, boring logs, and location plan. The report will also include a broad discussion on driven pile capacity for the existing piles based on assumed tip elevations in competent limestone. FME will iterate with the design team to help establish the load carrying capacity of the existing structure and develop initial concepts for improvements of the structure.

**2.4 Geospatial and Reference Information:** Our team will collect additional information required for the development of alternatives, permitting, and design considerations. This would include but not be limited to:

1. Geospatial & CAD Data (e.g., topographic, bathymetric, aerial, land use, SAV, cultural, archaeological, as-builts, etc.) – regional datasets available from sources including NOAA (e.g., Digital Coast), USGS (e.g., National Atlas), USACE (e.g., hydrographic surveys), State GIS, and local sources (e.g., Beaufort County GIS).
2. We will also conduct a Data Gap Summary that will summarize any additional data needed to support Phase 1B tasks that’s not readily available.

**Purpose:**

1. Data Collection for permitting and design services.
2. Determine and identify data gaps, as applicable.

**Deliverables:**

1. GIS Package: GIS data will be provided via shared sources and will be stored in common GIS formats (e.g., shapefiles, rasters, geodatabases, packages).
2. CAD Package: CAD data will be provided in AutoCAD (or equivalent) formats suitable for civil design.
3. Data Gap Summary (if applicable).

**2.5 Design Water Levels:** Our subconsultant, JMT, will develop design water levels that will consider measured water levels, predicted water levels, and scenario-based combinations. These will be used for multiple purposes including development of alternatives, hydrodynamic modeling of alternatives, and evaluating the future performance of alternatives. This will include:

1. Extreme Water Levels (recorded) – JMT will research sources and summarize water levels during past storms and sea levels that have impacted the Beaufort waterfront and relieving platform (e.g., flooding, runup, and overtopping). Sources will include: NOAA (Extreme Water Levels), USGS (gage measurements), USACE (SACS frequency based water level, wave, and wave period data), FEMA (FIS SWEL data), State, City, and County records/studies.
2. Sunny Day Flooding – JMT will summarize past sunny day flooding events that have impacted the waterfront. Additionally, JMT will summarize future predicted events. NOAA will be the primary source of this data and events will be summarized for approximately the past 10-20 years (to identify trends) through the approximate future decade.
3. Sea Level Rise Projections – JMT will summarize sea level rise projections for 25, 50, and 100 year horizons using the U.S. Climate Resilience Toolkit which was developed by a multi-agency consortium of federal agencies.
4. Tide Water Levels – JMT will summarize tide water levels and phases that will be used in conjunction with extreme water levels for numerical modeling scenarios and dynamic boundary conditions (e.g., surge-tide-sea level).
5. Runup/Overtopping – JMT will estimate wave runup and overtopping using EuroTop methods for the design water level, wave, and sea level rise scenarios.

**Purpose:**

1. Determine current, extreme, and projected water levels at the site.

**Deliverables:**

1. Summary synopsis of design water levels.

**2.6 Platform Structural Assessment, Capacity Determination, and Service Life Estimation:** Using our inspection data, the original design plans and previously obtained and testing data we will conduct a structural analysis of the existing structure. The analysis will be used to determine the theoretical remaining capacity of the structure, reserve capacity,

and approximate factors of safety for the structure. This analysis is the first step in determining the suitability of the structure to handle anticipated mooring loads. A complete mooring analysis will be conducted in Phase 1B, if deemed appropriate. Structural analysis will also allow us to better determine the remaining service life of the structure.

**Purpose:**

1. Determine capacity and remaining service life of the existing structure.

**Deliverables:**

1. Structural Assessment Report: to include testing logs, results, structural analysis, engineering recommendations.

### **Summary of Proposed Fees and Conclusion**

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The proposed scope and fee summary for Phase 1A of this project immediately follows the conclusion of this document. The line items on the fee summary correspond to the tasks presented above.

The McSweeney Team greatly appreciates the opportunity to provide our engineering expertise to the City of Beaufort on this matter. We fully understand the importance of the Henry C. Chambers Waterfront Park to the local community and are eager to begin taking steps to improve the structure.

Please do not hesitate to contact me with any questions or comments you may have regarding the contents of this document.

Very truly yours,



David B. McSweeney, P.E.

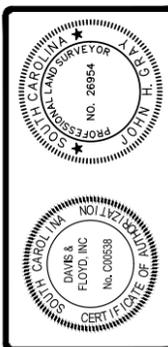
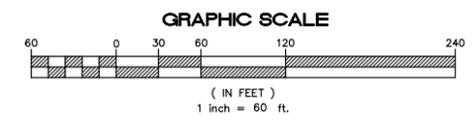
## City of Beaufort Relieving Platform - Phase 1A Preliminary Data Collection - Scope and Fee Summary

<b>Phase 1A</b>	<b>Task 1 - Project Management</b>	
	Project Management (Tasks 1.1-1.7)	\$53,428
	<b>Task 2 - Information/Data Collection</b>	
	As-Built Survey (Task 2.1)	\$35,644
	Utility Coordination and Subsurface Utility Engineering (Task 2.2)	\$30,644
	Geotechnical Investigation (Task 2.3)	\$60,644
	Geospatial and Reference Info (Task 2.4)	\$9,158
	Design Water Levels (Task 2.5)	\$16,024
	Structural Assessment and Capacity Determination (Task 2.6)	\$49,640
<b>Phase 1A Total:</b>		<b><u>\$255,182</u></b>

### Phase 1A Deliverables Include the Following:

- Monthly status reports and project schedule updates as well as meeting minutes from all meetings with client
- Raw survey data, post-processed survey data, survey notes, and control data
- As-built hydrographic and topographic survey of the limits shown in the attached exhibit
- Geotechnical report as described in Section 2.3
- GIS and CAD package as well as a Data Gap Summary noting the additional data points identified for collection as part of Phase 1B
- Summary synopsis of design water levels
- Structural assessment report

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 SOUTH CAROLINA

PREPARATION  
 CITY OF BEAUFORT  
 PROJECT TITLE  
 WATERFRONT PARK

DRAWING TITLE  
 SCOPE/PHASE EXHIBIT

NO.	DATE	DESCRIPTION	BY	CHKD
1	02/22/2024	ISSUED	J. TAITER	J. GRAY
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