



**County Council of
Beaufort County
Public Facilities
Committee Meeting**

Chairman
BRIAN FLEWELLING

Vice Chairman
YORK GLOVER

Committee Members
MICHAEL COVERT
MARK LAWSON
JOSEPH PASSIMENT

County Administrator
ASHLEY M. JACOBS

Clerk to Council
SARAH W. BROCK

Staff Support
PATRICK HILL

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Public Facilities Committee Agenda

Monday, May 18, 2020 at 4:00 PM

(or immediately following Finance Committee)

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

THIS MEETING WILL BE CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO CALL 843-255-2041 TO SIGN UP FOR PUBLIC COMMENT PARTICIPATION BY PHONE AND CAN COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]*
4. APPROVAL OF AGENDA
5. APPROVAL OF THE MINUTES - APRIL 20, 2020

ACTION ITEMS

6. RECOMMENDATION OF AWARD TO MAJ ENTERPRISES, INC. FOR IFB #041420E FT. FREMONT PRESERVE ROADWAY IMPROVEMENTS FOR A TOTAL PROJECT COST OF \$178,390
7. CONSIDERATION OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS AND PARKING EASEMENT ON COUNTY PROPERTY REFERRED TO AS MYRTLE PARK
8. REQUEST AUTHORITY FOR THE COUNTY ADMINISTRATOR TO NEGOTIATE A CONTRACT AWARD FOR RFQ 071019 FACILITIES MASTER PLAN CONSULTING SERVICES FOR A TOTAL COST OF \$298,840.

DISCUSSION ITEMS

9. UPDATE STATUS ON DECAL PROGRAM IMPLEMENTATION
10. DISCUSSION REGARDING CONTRACTUAL NEGOTIATIONS AND REFUND REQUEST FROM ZINN INVESTMENTS III, LLC.
11. DISCUSSION OF HILTON HEAD ISLAND CONVENIENCE CENTER

CITIZEN COMMENTS

12. CITIZEN COMMENT (*EVERY MEMBER OF THE PUBLIC WHO IS RECOGNIZED TO SPEAK SHALL LIMIT COMMENTS TO THREE MINUTES - CITIZENS MAY EMAIL SBROCK@BCGOV.NET OR COMMENT ON OUR FACEBOOK LIVE STREAM*)
13. ADJOURNMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Approval of Minutes

Council Committee:

Public Facilities

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of the April 20,2020 minutes

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve



**County Council of
Beaufort County
Public Facilities
Committee Meeting**

Chairman

BRIAN FLEWELLING

Vice Chairman

YORK GLOVER

Committee Members

MICHAEL COVERT

MARK LAWSON

JOSEPH PASSIMENT

County Administrator

ASHLEY M. JACOBS

Clerk to Council

SARAH W. BROCK

Staff Support

PATRICK HILL

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Public Facilities Committee Minutes

Monday , April 20, 2020 at 3:30 PM

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

CALL TO ORDER

Chairman Flewelling called the meeting to order at 4:15 PM

FOIA

Chairman Flewelling noted that Public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Vice Chairman Glover, Seconded by Council Member Passiment to approve the agenda. Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson. The motion passed.

APPROVAL OF MINTUES

Motion: It was moved by Council Member Passiment, Seconded by Vice Chairman Glover to approve the minutes from January 21, 2020. Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson. The motion passed.

PRESENTATION ITEMS

Right of Way Status Report- Patty Wilson, Beaufort County Right of Way Manager

Discussion: Quarterly update on 2018 Penny Referendum Projects and Miscellaneous Right of Way status on various roads within Beaufort County.

Council Member Howard: I see it the Pathway's project listed on the map. I don't see the project at Broad River Drive, from Ribaut Road to Parris Island Gateway and Depot Road.

Patty Wilson: I only put that information in there because it was part of the referendum project. I cannot tell you the specifics of those. I do know that once we get a new traffic director, there will be more information to move forward regarding that.

David Wilhelm: I can look in to that information and get back with you.

Council Member Howard: I see the Depot Road but not the Broad River Road, which is a longer pathway than Depot Road.

Council Member Passiment: On Harrison Island Road, we were talking to the one homeowner who was willing to sign off as long as we had the roadway at the beginning, exactly where it was.

Patty Wilson: We did meet with that homeowner and have been in communication with the church, who are the remaining properties in this project. We've encountered a drainage issue so we are having to restructure that because of possible drainage on the road. The two parties are willing to work with us on that. The COVID19 social distancing is effecting us being able to meet with these homeowners. We are working with a design engineer to evaluate the road drainage coming off Pinckney Colony Road. It is actually draining onto that property and we are trying to avoid future actions as a result of the drainage.

ACTION ITEMS

Seeking approval of a Resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of Twickenham Road located in Sheldon Township- Patty Wilson, Beaufort County Right of Way Manager

Discussion: Twickenham Road, located in district 1 is a dirt road the County has maintained for over 30 years and is scheduled for year 2 of the 2019/2020 road paving/improvement program approved by Resolution 2019/24. After multiple attempts of correspondence for ROW, the County acquired 20 out of 23 requests. Due to negative responses for ROW necessary improvement, condemnation is needed on parcels R700 013 000 0021 0000, R700 013 000 0030 0000, and R700 013 000 0039 0000. Staff has followed the current process to acquire deeds for right of way. Efforts over a 24-month time period include a citizen petition process, field survey, researching ownership, preparing letters and deeds, verbal communication, and providing time for owner consideration, discussion and response. The County must have a deeded 50 foot right of way before the road can be included in a dirt road paving contract and has the 3 aforementioned properties remaining. Condemnation expenses range from \$6,000 0 \$15,000 and fall under TAG funds 2342001T.

Patty Wilson: Members of this road have been trying for years to get it paved. We have had multiple communication with owners of this road. One owner has 2 of the parcels and this owner is willing to grant ROW if we rocked the road but the community is adamant that they want this road paved. The other property owner originally signed the petition in favor of paving but rescinded when the document came out and wanted to be compensated.

Chairman Flewelling: The one owner that wants to be compensated is the amount at value of the appraised property?

Patty Wilson: To be more specific, the owner didn't want to work with the County. Didn't even want the compensation.

Council Member Dawson: This road is problematic and costs the County a lot of money and resources and man hours especially during inclement weather. The road becomes washed out. I held a community meeting about a year ago. The homeowners in attendance were in favor of the easement except the three. We were hoping not to go the condemnation route.

Motion: It was moved by Council Member Dawson, Seconded by Vice Chairman Glover to approve the Resolution authorizing the County Administrator to pursue the condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of Twickenham Road located in Sheldon Township. The Votes - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson,

Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochoch, Council Member Howard, Council Member Lawson The motion passed.

Seeking approval of a Resolution authorizing the County Administrator to perfect Right of Way on Stroup Road located in Sheldon Township associated with parcel R700 038 000 051a 000.- Patty Wilson, Beaufort County Right of Way Manager

Discussion: Stroup Road was paved during contract 34 around 2008-2009-time frame. During this time County considered historically maintained roads as prescriptive. County Council approved the paving contract on January 26, 2009. A recent development request established a need to perfect ROW on Stroup Road. Of the two needed parcels (04C & 051A) parcel 051A still has not voluntarily deeded the ROW. Negotiations to avoid condemnation have resulted in an agreed compensation of \$3,000. By settling this matter prior to any filing, the County saves the legal expenses of approximately \$2,500.00 associated with the preparation of the pleadings, approximately \$1,800.00 costs associated with the appraisal of the property and around \$700.00 costs associated with the title search and filing fees. These fees would be in the addition to any compensation due the landowner for the value of 5,211 sf. Compensation request funded via TAG funds- 2342001T.

Council Member Dawson: Recused due to involvement with some property owners.

Motion: It was moved by Council Member Passiment, Seconded by Vice Chairman Glover to approve the Resolution authorizing the County Administrator to perfect Right of Way on Stroup Road located in Sheldon Township associated with parcel R700 0038 000 051a 000. The Vote - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochoch, Council Member Howard, Council Member Lawson. Recused: Council Member Dawson. The motion passed.

Seeking approval of a Resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of David Green Road located on St. Helena Island. Patty Wilson, Beaufort County Right of Way Manager

Discussion: David Green Road located in district 3 is a dirt road the County has maintained for over 30 years and is scheduled for year 2 of the 2019/2020 paving improvement program approved by Resolution 2019/24. After multiple attempts of correspondence for ROW, the County acquired 17 out of 19 requests. One of the two remaining parcels, parcel R300 021 000 0013 000 s interest only and does not require ROW acquisition or condemnation. Requested ROW for 2nd parcel, R300 021 000 0068 000 was not acquired and condemnation is needed to complete the acquisition process. Staff followed the current process to acquire deeds for right of way. Initial ROW efforts began with the previous ROW manager in August 2014 and resumed with the current ROW Manager in November 2018. Efforts include field survey, researching ownership, preparing letters and deeds, verbal communication, and providing time for owner consideration, discussion and response. The County must have a deeded 50-foot right of way before the road can be included in a dirt road paving contract and has the aforementioned property remaining. Condemnation expenses range from \$6,000- \$15,000 and fall under TAG funds- 2342001T

Motion: It was moved by Vice Chairman Glover, Seconded by Council Member Howard to approve the Resolution authorizing the County Administrator to pursue condemnation of a portion of land to complete Right of Way ownership associated with the dirt road paving of David Green Road located on St. Helena Island. The Votes - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochoch, Council Member Howard, Council Member Lawson. The motion passed.

Seeking approval of an Amended and Restated Stormwater Management Agreement and Utility Intergovernmental Agreement (IGA) between Beaufort County and the City of Beaufort. – Neil Desai, Public Works Director

Discussion: This amended IGA was requested by the City, as they are proposing to do a bond issue and part of the process for a bond requires an agreement with funding sources (billing and collections for the life of the bond). The Stormwater Management Utility (SWMU) Board approved the recommendation to extend it out 25 years without any significant changes to the intent the agreement during the 10/10/2018 meeting. The IGA draft was provided to the SWMU Board in the 2/21/20 packet and during the meeting were informed that there were no significant changes from the previous IGA and that the term is for a period of twenty years. No concerns were expressed about the draft of the Amended and Restated IGA with the City of Beaufort.

Neil Desai: This was a proposal to change the language and to allow the City a little more flexibility to use Stormwater utility funds in regards to any municipality bond that they may seek for a drainage project. This mainly due to the Mossy Oaks draining project and can apply to any future project that may be funded through a municipal bond.

Chairman Flewelling: So we are authorizing them to use future revenue sources to bond or hold money for projects?

Neil Desai: It allows the bonding of projects for Stormwater Utility for any type of Stormwater projects. Currently right now they are limited to utility funds. IGA gives them a little bit more flexibility to used different funding sources in particular municipal bonds.

Motion: It was moved by Council Member Howard, Seconded by Council Member Passiment to approve the Amended and Restated Stormwater Management and Utility Intergovernmental Agreement (IGA) between Beaufort County and the City of Beaufort. The Votes - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson. The motion passed.

Seeking approval to award J.H. Hiers' Construction, LLC the Design/Build Construction for Dirt Road Paving Contract #51A RFP #112219E totaling \$2,305,778.00 with funding for the project coming from TAG Funds. – David Thomas, Purchasing Director

Discussion: Resolution 2019/24 adopted in June 2019 established a prioritized 5-year Dirt Road paving program. Beaufort County advertised for design build services for Dirt Road Paving Contract #51A, year one of the program: Rice Road (District 1 Sheldon) Broad River Blvd to Inwood Plantation, Salicornia Drive (District 2 Burton) Marsh Hawk to Terminus, Wards Landing Road (District 3 Lady's Island) Sea Island Parkway to Worthington Road, George William Lane (District 3 St Helena) William Campbell Lane to Kelly Road. The two highest rated companies were invited to interview; preferred Materials Inc. Earning 379 points and J.H. Hiers' Construction earing 376 points. Staff requested Preferred Materials Inc. as the highest evaluated bidder to review their original fee of \$2,495,400.00 as it exceeded the engineer's estimate of \$2,196,928.00 Preferred Materials Inc. proposed a revised fee of \$2,284,100.00 which still exceeded the estimate. Due to this staff reviewed the fee proposal from J.H. Hiers' Construction, LLC. There fee is within the budget at \$2,096,162.00. J.H. Hiers' fee proposal has a 10% contingency of \$209,616, the total project cost is \$2,305,778. The funding for the project is TAG Funds with an available balance of \$5,107,619.62.

Councilman Flewelling: The original estimate on 51A was \$1.9M was it because the original estimate was done 4-5 years ago?

David Thomas: I would have to consult with someone in Engineering.

Motion: It was moved by Council Member Passiment, Seconded by Vice Chairman Glover to approve to award J.H. Hiers' Construction, LLC the Design/Build Construction for Dirt Road Paving Contract #51A RFP#1122195E totaling

\$2,305,778.00 with funding for the project coming from TAG Funds. The Votes - Voting Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson. The motion passed.

Seeking approval of the Implementation of Decal System and Convenience Center Operational Changes. Dave Wilhelm, Assistant County Administrator for Public Works and Sustainability.

Discussion: Implement a County decal system for Convenience Center access; close two Convenience Centers- Gate and Pritchardville; reduce operating day to two (one weekday and one weekend day) for Big Estates, Sheldon, Cuffy, Coffin Point, and Lobeco; reduce operating hours at all centers to 7:30 AM to 6:00 OM (current hours are 7:30 AM – 7:00 PM) Implementation of a decal system and changing the operating hours were approved by Solid Waste and Recycling Board on April 2, 2020. The Abby Goldsmith report (November 2019) was presented, as information, to Public Facilities on January 21, 2020. Staff reviewed all of the recommendations from the Goldsmith report and determined changes most critical to immediately benefit Beaufort County Convenience Center operations. Hauling, disposal and operations are funded through the General Fund (10001340 for SW&R). Implementation of the decal system will reduce operational costs by eliminating misuse of the centers by business, contractors, and out of County users.

Chairman Flewelling: How often are residents going to be able to use the convenience centers?

Dave Wilhelm: Twice a week. The reason for that is because there are contractors from Beaufort County and they will be receiving decals and if we don't limit the number of times of uses to the center per week there wouldn't be a way to control the contractors coming over and over again.

Council Member Dawson: When you talk about limiting access to the center is that all centers or just the ones mentioned in our packet?

Dave Wilhelm: All centers in the County. You can go to any center in the County so it will be limited to twice a week no matter what center you go to.

Council Member Dawson: How will citizens receive their decals?

Dave Wilhelm: We are still working on those details and we will bring those recommendations to Council. These decals will be available to any Beaufort County resident that requests one.

Council Member Howard: Can someone work the system by going to one center this week and one center the next week, and so on?

Dave Wilhelm: We have thought about that and those details we need to work on. It will probably be a swipe card system. As they come in they will be greeted by an attendant who will swipe their card. They will get a red light or a green light and it will be county wide.

Council Member Howard: What about drop offs at Shanklin, does that count as a visit?

Dave Wilhelm: Yes, for the decal system it will.

Council Member Covert: Have you given any consideration to a traditional decal that is fixed instead of a card reader?

Dave Wilhelm: We did consider that. We just don't know of a system to read that on a vehicle and limit the number of visits. We may be able to get some sort of scanning system that will scan a car sticker. If we could do it that would be fine.

Council Member Covert: The reason to limit is to obviously ward off contractors. There will be mass hysteria that we are limiting visits and only allowing two visits per week. Do you think maybe we could see what the numbers are with the decal system and not limit them right off the bat?

Dave Wilhelm: That is something we can continue to talk about. I feel if we implement the decals, give them out free we probably won't see a significant decrease. We can certainly try this as a first phase and see what the results are and start placing restrictions.

Council Member Covert: It would take your attendants to actually monitor who is coming in?

Dave Wilhelm: We can look at this first phase and back off what we are requiring for the first phase.

Chairman Flewelling: I think it would be valuable to track individual users so that we can find out about the people abusing the system and find out if they are contractors and then approach them and tell them how to do it.

Dave Wilhelm: As part of the Goldsmith report, she looked at six other counties with the software we are looking at and with the software we will have the ability to track everybody individually and do a search on the number of visits and the see the number of people coming in more frequently and what is normal for household trash.

Chairman Flewelling: When you approach that time, when you want to start limiting the number of trips per week, we could find a happy medium and then survey the ones above that and see what their pattern is and help accommodate them.

Dave Wilhelm: What we are trying to do is mirror what has worked for other counties. Typically, if you have curbside collection it is picked up once a week so we figured twice a week was enough. We can certainly move forward with a decal system and not put limitations on it and track it and make some changes once we get enough data.

Council Member Passiment: It really isn't a decal system because there isn't a decal but a card. You are going to have a card and a card reader?

Dave Wilhelm: It could be a decal or it could just be a card that you physically hold or a hanger. We are working out the details but the terminology is decal.

Council Member Passiment: In order for us to implement this, some decisions have to be made. Before we roll this out we have to educate the population. Do you have a time line for this?

Dave Wilhelm: We have a projected time line of 3-4 months to get most of this done. This is an optimistic time frame. Assuming we get a positive response and move forward with this after today's meeting we can start working on this tomorrow morning and work through these details.

Council Member Passiment: I think this is a great idea but it is going to have an impact where I live because of one of the centers you want to close. The more information I can give to residents here that use that center the better off we are going to be.

Dave Wilhelm: There are other recommended changes along with this and I don't want to get hung up on just the decal. Closing centers was one of the recommendations on the Goldsmith report. Gate and Pritchardville. We are not

going to close them immediately. Our time line for this is around the same time of implementing the decal system. These two sites have safety issues. We cannot expand on these sites. Report also recommends closing 4 other smaller sites. Two in district 1 and two in district 3. We had a public meeting in district one and we came to a compromise, these smaller centers are open four days a week and we proposed opening two days a week, 1-week day and 1 weekend day.

Council Member Covert: Regarding Gate and Pritchardville. If we implement the decal system and see that the cost to operate has dropped is it possible to leave those sites open?

Dave Wilhelm: We did consider it. Pritchardville is getting a lot of use from increased population in that area and out of county dumping. I don't see it having a decrease in traffic just because of the growth in population. But we can change the recommendation and see the data by implementing the decal.

Council Member Covert: Is Simmonsville going to be able to handle the current traffic plus the additional traffic from closing Pritchardville?

Dave Wilhelm: We will work as quickly as possible to develop the best decal system and come back with a final recommendation. Implement system and collect data to review next phase.

Chairman Flewelling: Do you want to motion approval of implementation of decal system without the closures of the convenience centers at Pritchardville and Gate, Council Member Covert?

Council Member Covert: Yes.

Chairman Flewelling: if we are able to limit traffic it may be a safer place, especially Gate.

Council Member Howard: I would like to speak about Gate. I think keeping it open is an extreme expense. There are stormwater issues and I don't see it being viable even with the decal system and limited traffic.

Council Member Sommerville: How much of an issue was safety at Gate and Pritchardville.

Dave Wilhelm: It was an issue because of the traffic. The average is 500 a day and that is more at peak hours. It can't handle that volume of traffic. Maybe the decal system will decrease the volume but capital improvements is still an issue. We have 11 centers and 10 of them don't meet the stormwater requirements. We can hold off making those capital improvements and stormwater improvements until we implement the decal system and get some data and see where to go from there.

Council Member Passiment: I think putting a decal system at Pritchardville is more of a safety hazard that leaving it as is. That is a difficult place to get in and out of. We would have to close that one.

Dave Wilhelm: The footprint for Gate and Pritchardville are the same. That footprint also matches Coffin Point, Big Estate, Sheldon. It is going to be extremely problematic, a lot of operational challenges. We are hoping to implement a system that will be easy to use.

Council Member Dawson: One of the centers in my district is open six days a week and I think maybe we should reduce it to three days a week instead of two and let us see how that works.

Dave Wilhelm: Two weekend days and one-week day or 2 week days and 1 weekend day?

Council Member Dawson: I like the two days a week and one weekend day.

Dave Wilhelm: The landfill is closed on Sundays. Having the smaller convenience centers open maybe Tuesday, Thursday and Saturday.

Council Member Dawson: I don't have a problem with that and the hours being 7:00 am to 6:30 PM.

Vice Chairman Glover: Me either.

Chairman Flewelling: Are we approving the implementation of the decal system, holding off on closing Gate and Pritchardville, changing hours from 7:00 am to 6:30 pm at the District 1 and District 3 sites and then change the openings to 3 days a week instead of 2 days a week. Motion by Council Member Covert. Seconded by Vice Chairman Glover? Do we go to County Council from here or do we wait until we implement the decal?

Dave Wilhelm: I think all we are doing is moving forward with the creation of the decal system. The implementation won't start until we come back to you. So I don't think we need to go to Council right now.

Council Member Covert: We have a question from a Hilton Head resident wanting to know if their trash center is included?

Dave Wilhelm: We are still working on some details there. That is the center that is going to realize the most savings or the most positive changes with the decal system. We are going to wait and get some data before making any recommendations.

Council Member Rodman: I think we need to handle the decals and the operation as two separate things. I think this will be of such interest to the public that we would need approval and council or public hearing.

Chairman Flewelling: It seems before we implement the decal it will be going to Council. This motion is simply to give administration authority to processed with the development of the decal system process.

Council Member Passiment: We also need to know a price to implement the decal.

Chairman Flewelling: So Council Member Passiment is suggesting to bifurcate the question and make them two separate.

Motion: It was moved by Council Member Passiment, Seconded by Council Member Rodman to bifurcate the recommendation to two separate questions: 1- Implementation of the decal system and 2 changing the convenience center hours and waiting on closing Gate and Pritchardville centers. The Votes: Yea: Council Member Lawson, Council Member Sommerville, Council Member Howard, Council Member Rodman, Council Member Passiment, Chairman Flewelling. Nay: Council Member Dawson and Vice Chairman Glover. The motion passed

Motion: It was moved by Council Member Covert, Seconded by Vice Chairman Glover to approve the implementation of the decal system. The Votes: Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Howard, Council Member Lawson. The motion passed.

Motion: It was moved by Council Member Covert, Seconded by Vice Chairman Glover to change the convenience center hours and wait on closing Gate and Pritchardville centers. The Vote: Yea: Vice Chairman Glover, Council Member Dawson, Council Member Covert, Council Member Howard, Council Member Rodman, Council Member Lawson, Chairman Flewelling. Nay: Council Member Passiment. The motion passed.

Council Member Dawson: You didn't include changing the five small convenience centers from 2 days to 3 days.

Chairman Flewelling: That is included.

Seeking approval of an Ordinance to establish a Solid Waste and Recycling Enterprise Fund- Dave Wilhelm, Assistant County Administrator for Public Works and Sustainability.

Discussion: Restructure SW&R from the current General fund (ad valorem taxes) to an Enterprise Fund, fee based system. This will require Committee approval and Council approval for a new Ordinance. The Solid Waste and Recycling budget would be the same whether it is part of the General Fund or as a separate fee. The fee would be assessed to all Beaufort County property owners. Creating the Enterprise Fund was approved by Solid Waste and Recycling Board on April 2, 2020. Establishing the enterprise fund and associated fee would remove the obligation of the solid waste and recycling budget (FY21 \$9,327,073.00) from the General Fund. Establishing the solid waste and recycling enterprise fund would result in no net change in cost to Beaufort County taxpayers.

Chris Inglese: There are two main changes. One the language is clarified to be applicable county wide and two we aren't clear what the fee would be so we shrunk that information and focus on residential and have a consultant develop a fee schedule.

Chairman Flewelling: By the third and final reading we will have a final reading and we will see how it will affect budget and residents.

Council Member Howard: Regarding the mention of a uniformed solid waste fee shall not be imposed on such a municipality. How does that affect municipalities?

Chris Inglese: It provides an opt out for municipalities and will be more clear in a separate fee schedule. But an opt out for municipalities who have contracted from services including landfill cost, house hold recycling waste and doesn't cause a burden on the county system.

Council Member Howard: If the City of Beaufort or the Town of Port Royal demonstrate that they have a contract for recycling that goes beyond county recycling, that will be taken into account?

Chris Inglese: If they have to put the whole program together and it demonstrates no additional burden our landfill or if they contract with a vendor and the fees for the landfill is built in to the contract then they can opt out.

Council Member Howard: Could it be a graduated fee, such as if they don't want to handle household hazardous waste and electronic waste?

Chris Inglese: Through an IGA we maybe could handle some of those details.

Council Member Passiment: At the top of page 3- To establish necessary procedures, policies and guidelines for the use of the County's recycling facilities. Do we know how long this will take to develop those procedures, policies and guidelines?

Chris Inglese: We have ordinances in place, I'm not familiar with any policy documents but based on our ordinances and practices it wouldn't take long to put something like that together.

Council Member Passiment: On page 4 it talks about the establishment and construction and operation of solid waste collection sites and other facilities for the use and benefits of the residents. Does this include transfer stations?

Chris Inglese: I think if we determine that is what we want to do, that is the way it would be covered. Specifically, this ordinance doesn't paint us in a corner, we specifically wanted to make sure we could make changes.

Motion: It was moved by Council Member Passiment and Seconded by Vice Chairman Glover to seek approval of an Ordinance to establish a Solid Waste and Recycling Enterprise Fund. The Votes: Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Howard, Council Member Lawson. The motion passed.

DISCUSSION ITEMS

Discussion of Update on Horse Island Drainage Problems- Dave Wilhelm, Assistant County Director, Public Works and Sustainability

Discussion: Our staff has determined that the drainage issue on the roadside ditches is caused by differences in the driveway pipe elevation. We put in a proposed FY21 \$21K to hire an outside surveyor to shoot the whole drainage system and provide that data to us and then our stormwater crew will make the repairs next fiscal year hopefully late summer.

Continuation of Discussion of Federal Courthouse Lease and Options- David Thomas, Purchasing Director

Discussion: RFP was sent out in February or March and due May 14, 2020 for proposals for someone to purchase it, lease it or lease to own it. At this time, we have one proposal and it looks like it's going to be a lease.

Chairman Flewelling: I think the timing of this, we will have to have votes of the County Council. One in May and two in June. Our current lease extends month to month?

David Thomas: It can be extended month to month if both parties agree.

Council Member Rodman: The original contract had a right to purchase in there and it was removed and replaced with an extension.

David Thomas: You may be correct.

Council Member Rodman: Ashley suggested a short term lease agreement may work, are we only looking for a long term lease?

David Thomas: I think it is an open option for the public to offer a short term or long term lease.

Chairman Flewelling: I think we need to do something moderately quick. We need a motion to extend the current lease to the lease until we can get our stuff together.

(No motion was made)

BOARDS AND COMMISSION

Appointment of Kamal Wigfall to the Keep Beaufort County Beautiful Board.

Motion: The motion was made by Vice Chairman Glover, Seconded by Council Member Passiment to appoint Kamal Wigfall to the Keep Beaufort County Beautiful Board. The Votes: Yea: Council Member Passiment, Council Member Sommerville, Council Member Covert, Council Member Dawson, Chairman Flewelling, Council Member Rodman, Vice Chairman Glover, Council Member Howard, Council Member Lawson. The motion passed.

CITIZEN COMMENTS

Facebook Comments: Mrs. Eady: What about Coffin Point's drainage problem?

Chairman Flewelling: Drainage issues, hopefully you meant the Coffin Point Convenience Center and we will look into that.

Facebook Comments: Mrs. Eady: Are you going to collect acceding to decals?

Chairman Flewelling: The decal system we are trying to develop a system for Beaufort County for the residents.

ADJOURNMENT: 5:45 PM

Ratified by Committee:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Recommendation of Award to MAJ Enterprises, Inc. for IFB #041420E Ft. Fremont Preserve Roadway Improvements

Council Committee:

Public Facilities Committee

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

David L. Thomas, Purchasing Director

Issues for Consideration:

On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer's estimate was prepared by Cranston Engineering:

| | |
|--|--------------|
| Total Estimated Project Cost: | \$255,200.24 |
| 15% Contingency: | \$ 38,280.04 |
| Total Estimated Project Cost w/ Contingency: | \$293,480.28 |

Points to Consider:

On April 14, 2020, Beaufort County received six (6) bids:

| | Grand Total Price |
|---|-------------------|
| 1. MAJ Enterprises, Inc. | \$162,173.00 |
| 2. Cleland Site Prep | \$259,025.00 |
| 3. APAC Atlantic Inc. | \$262,295.00 |
| 4. Eurovia Atlantic Coast, LLC DBA Blythe | \$280,955.50 |
| 5. JH Hiers | \$282,487.30 |
| 6. EnviroSmart | \$294,426.00 |

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

Funding & Liability Factors:

MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project is paid through the Rural & Critical Lands Passive Parks Program account number 45020011-54405.

Council Options:

Approve Recommendation of Award to MAJ Enterprises, Inc or;
Disapprove Recommendation of Award to MAJ Enterprises, Inc.

Recommendation:

Public Facilities Committee approve, and recommend County Council approve the contract award to MAJ Enterprises, Inc. for IFB#041420E Fort Fremont Preserve Roadway Improvements for the amount of \$162,173 with a 10% contingency of \$16,217 totaling \$178,390.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Recommendation of Award to MAJ Enterprises, Inc.
Fort Fremont Preserve Roadway Improvements, IFB 041420E

DATE: 05/18/2020

BACKGROUND:

On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer's estimate was prepared by Cranston Engineering:

Total Estimated Project Cost: \$255,200.24
15% Contingency: 38,280.04
Total Estimated Project Cost w/ Contingency: \$293,480.28

BIDDER INFORMATION On April 14, 2020, Beaufort County received six (6) bids:

Table with 2 columns: Bidder Name, Grand Total Price. Includes MAJ Enterprises, Inc. (\$162,173.00), Cleland Site Prep (\$259,025.00), APAC Atlantic Inc. (\$262,295.00), Eurovia Atlantic Coast, LLC DBA Blythe (\$280,955.50), JH Hiers (\$282,487.30), and EnviroSmart (\$294,426.00).

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

VENDOR INFORMATION:

COST:

MAJ Enterprises, Inc. \$178,390
\$162,173 (Bid) + \$16,217 (10% Contingency) = \$178,390

Insert Addition Vendor Info.

FUNDING:

MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project will be paid through the Rural & Critical Lands Passive Parks Program, account number 45020011-54405.

Funding approved: Yes By: raymond.williams Date: 05/07/2020

FOR ACTION: Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION:

Public Facilities Committee approve, and recommend County Council approve, the contract award to MAJ Enterprises, Inc., for the roadway improvements at the Fort Fremont Preserve in the amount of \$178,390. Budget Amendment to be processed for passive parks.

Attachment: FtFremont.pdf 988.18 KB Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 05/07/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 05/07/2020

Andrea Atherton, Director, Engineering Department Approved: Yes Date: 05/07/2020

Check to override approval: Overridden by: Override Date: ready for admin:

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



**COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT**
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

TO: Chairman Brian Flewelling, Public Facilities Committee

FROM: David L. Thomas, Purchasing Director

SUBJ: **Recommendation of Award to MAJ Enterprises, Inc.**
Fort Fremont Preserve Roadway Improvements, IFB #041420E

DATE: April 30, 2020

BACKGROUND On March 9, 2020, Beaufort County published a solicitation for construction services for the roadway improvements at Fort Fremont Preserve. The work will consist of roadway repairs, pervious parking spaces, and landscaping to the entrance of Fort Fremont and the newly constructed Interpretive Center.

An Engineer’s estimate was prepared by Cranston Engineering:

| | |
|--|---------------------|
| Total Estimated Project Cost: | \$255,200.24 |
| 15% Contingency: | \$ 38,280.04 |
| Total Estimated Project Cost w/ Contingency: | <u>\$293,480.28</u> |

BIDDER INFORMATION On April 14, 2020, Beaufort County received six (6) bids:

| | <u>Grand Total Price</u> |
|---|--------------------------|
| 1. MAJ Enterprises, Inc. | \$162,173.00 |
| 2. Cleland Site Prep | \$259,025.00 |
| 3. APAC Atlantic Inc. | \$262,295.00 |
| 4. Eurovia Atlantic Coast, LLC DBA Blythe | \$280,955.50 |
| 5. JH Hiers | \$282,487.30 |
| 6. EnviroSmart..... | \$294,426.00 |

Staff conducted an on-site scope of work review with MAJ Enterprises, Inc. to confirm all work was included in their bid price. MAJ Enterprises, Inc. will self-perform 100% of the work. They have a bond capacity of 1 million and has been in business in Beaufort County for 47 years. For these reasons, staff is confident that MAJ Enterprises can complete the work in accordance with construction documents.

FUNDING MAJ Enterprises, Inc. provided a bid of \$162,173. With a 10% contingency of \$16,217, the total project cost is \$178,390. The funding for the project is paid through the Rural & Critical Lands Passive Parks Program account number 45020011-54405.

FOR ACTION Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION Public Facilities Committee approve, and recommend County Council approve the contract award to MAJ Enterprises, Inc. for IFB#041420E Fort Fremont Preserve Roadway Improvements for the amount of \$162,173 with a 10% contingency of \$16,217 totaling \$178,390.

cc: Ashley Jacobs, County Administrator
Hayes Williams, Director of Finance

Attachments: 1. Cranston’s Engineer’s Estimate
2. Bid Tabulation
3. MAJ Enterprises, Inc. Schedule of Prices

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT



| | |
|---------------------------|---|
| Project Name: | Fort Fremont Preserve Roadway Improvement |
| Project Number: | IFB 041420E |
| Project Budget: | |
| Bid Opening Date: | 9-Jul-19 |
| Time: | 3:00 |
| Location: | |
| Bid Administrator: | Dave Thomas |
| Bid Recorder: | Victoria Moyer |

The following bids were received for the above referenced project:

| BIDDER | BID FORM | BID BOND | ALL ADDE NDA | SCH OF Prices | SUB LISTING | SMBE DOCS | Grand Total Price |
|---------------------------------------|----------|----------|--------------|---------------|-------------|-----------|-------------------|
| MAJ Enterprises Inc. | X | X | X | X | | X | \$ 162,173.00 |
| Cleland Site Prep | X | X | X | X | X | X | \$ 259,025.00 |
| APAC Atlantic Inc. | X | X | X | X | X | X | \$ 262,295.00 |
| Eurovia Atlantic Coast LLC DBA Blythe | X | X | X | X | X | X | \$ 280,955.50 |
| JH Hiers | X | X | X | X | X | X | \$ 282,487.30 |
| EnviroSmart | X | X | X | X | | X | \$ 294,426.00 |

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

Bid Administrator Signature

Victoria Moyer
Bid Recorder



DATE: 12/20/2019

ENGINEER'S COST ESTIMATE
 PROJECT: FORT FREMONT PRESERVE ROADWAY IMPROVEMENTS
 LOCATION: 1124 LANDS END ROAD, ST. HELENA ISLAND, SC
 OWNER: BEAUFORT COUNTY
 CEG PROJECT #: 2019-0387

| Item | Description | Quantity | Units | Unit Price | Total |
|-----------------------------|---|----------|-------|------------|--------------------|
| 1 | Tree Removal/Clearing | 12 | EA | \$750.00 | \$9,000.00 |
| 2 | Stump Removal as needed | 12 | EA | \$243.00 | \$2,916.00 |
| 3 | Selective underbrushing | 0.27 | AC | \$6,225.00 | \$1,651.41 |
| 4 | Sawcut existing asphalt | 235 | LF | \$2.70 | \$634.50 |
| 5 | Demo existing asphalt and existing base | 1,432 | SY | \$19.75 | \$28,272.74 |
| 6 | Remove existing signs | 3 | EA | \$251.48 | \$754.43 |
| 7 | Remove & reset kiosk | 1 | EA | \$1,305.00 | \$1,305.00 |
| 8 | Security Fencing (Chainlink - 6 Ft. High) | 72 | LF | \$12.68 | \$912.60 |
| DEMOLITION, SUBTOTAL | | | | | \$45,446.68 |

| Item | Description | Quantity | Units | Unit Price | Total |
|----------------------------------|----------------------------|----------|-------|------------|--------------------|
| 1 | Silt Fence | 130 | LF | \$2.90 | \$376.35 |
| 2 | Tree Protection Fencing | 3,020 | LF | \$2.90 | \$8,685.00 |
| 3 | Temporary Grassing/Noxious | 1,256 | SY | \$3.50 | \$4,396.00 |
| EROSION CONTROL, SUBTOTAL | | | | | \$13,457.35 |

| Item | Description | Quantity | Units | Unit Price | Total |
|-------------------------|---|----------|-------|--------------------|---------------------|
| 1 | 6" GABC, including compacting of subgrade | 1,541 | SY | \$15.00 | \$23,122.35 |
| 2 | 2" Asphaltic Concrete Surface Course (220 #/SY) | 1,541 | SY | \$15.23 | \$23,469.19 |
| 3 | Concrete wheelstop | 1 | EA | \$124.50 | \$124.50 |
| 4 | Timber wheelstop | 20 | EA | \$18.08 | \$361.50 |
| 5 | 12" concrete ribbon curb | 708 | LF | \$30.00 | \$21,249.60 |
| 6 | 5" Metal walkway edging | 538 | LF | \$13.50 | \$7,263.00 |
| 7 | Pervious parking, 1" #89 Stone, 5" GABC | 3,372 | SF | \$12.50 | \$42,150.00 |
| 8 | Plantation mix, 4" thick, including filter fabric | 16 | CY | \$270.00 | \$4,352.34 |
| 9 | 4000 PSI concrete pavement, 6" thick | 288 | SF | \$8.25 | \$2,376.00 |
| 11 | Concrete Sidewalk, 6" thick | 664 | SF | \$10.28 | \$6,822.60 |
| 12 | Split rail wooden fencing | 390 | LF | \$32.25 | \$12,577.50 |
| 13 | Landscaping | 2,684 | SF | LUMP SUM ALLOWANCE | \$22,500.00 |
| PAVING, SUBTOTAL | | | | | \$166,369.57 |

| Item | Description | Quantity | Units | Unit Price | Total |
|-------------------------------------|--|----------|-------|------------|-------------------|
| 1 | Handicap parking signs (R7-8) | 1 | EA | \$212.50 | \$212.50 |
| 2 | Handicap parking symbol (MUTCD Fig. 3B-22) | 1 | EA | \$94.50 | \$94.50 |
| 3 | Handicap parking striping - 5" blue traffic striping | 90 | SF | \$2.70 | \$243.00 |
| 4 | Pedestrian Crosswalk - 8" solid white striping | 45 | LF | \$3.50 | \$158.45 |
| 5 | Yield Here to Peds Sign (R4-5) | 2 | EA | \$225.00 | \$450.00 |
| 6 | Keep Right (Diagonal Arrow) Sign (R4-7b) | 2 | EA | \$250.00 | \$500.00 |
| 7 | Keep Right (Narrow) Sign (R4-7c) | 1 | EA | \$275.00 | \$275.00 |
| 8 | Do Not Enter Sign (R5-1) | 2 | EA | \$350.00 | \$700.00 |
| 9 | No Parking Any Time Sign (R7-1) | 4 | EA | \$212.25 | \$849.00 |
| SIGNAGE AND MARKING SUBTOTAL | | | | | \$3,482.45 |

| Item | Description | Quantity | Units | Unit Price | Total |
|--------------------------------------|---------------------|----------|-------|-------------|--------------------|
| 1 | Mobilization | 1 | LS | \$22,875.60 | \$22,875.60 |
| 2 | Bonds and Insurance | 1 | LS | \$3,568.59 | \$3,568.59 |
| ADDITIONAL EXPENSES, SUBTOTAL | | | | | \$26,444.20 |

| Item | Description | Quantity | Units | Unit Price | Total |
|--|-------------|----------|-------|------------|---------------------|
| FORT FREMONT PRESERVE CONSTRUCTION COSTS FOR CIVIL SITE IMPROVEMENTS - SUBTOTAL | | | | | \$255,200.24 |
| FORT FREMONT PRESERVE - 15% CONTINGENCIES | | | | | \$38,280.04 |
| FORT FREMONT PRESERVE CONSTRUCTION COSTS FOR CIVIL SITE IMPROVEMENTS - TOTAL | | | | | \$293,480.28 |

Engineer has no control over the cost of labor, materials, equipment, or Contractor's methods of determining prices. Thus the Engineer's opinion of probable construction costs provided herein are made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. Engineer does not guarantee that proposals, bids, or the construction cost will not vary from Engineer's Opinion of Probable Construction Costs.

Schedule of Prices
 Fort Fremont Preserve Roadway Improvements

| DEMOLITION | | |
|---------------------------------|--|--------------------|
| Item | Description | Total |
| 1 | Tree Removal/Clearing (12) | \$3,800.00 |
| 2 | Stump Removal as needed (12) | 1,800.00 |
| 3 | Selective Underbrushing .27 | 3,000.00 |
| 4 | Sawcut Existing Asphalt 235x3 | 1,175.00 |
| 5 | Demo Existing Asphalt and Existing Base 1432SY | 9,600.00 |
| 6 | Remove Existing Signs | 500.00 |
| 7 | Remove and Reset Kiosk | 1,000.00 |
| 8 | Security Fencing (Chainlink - 6 Ft High) 72.X30 | 2,400.00 |
| Demolition Subtotal | | \$23,275.00 |
| EROSION CONTROL | | |
| Item | Description | Total |
| 1 | Silt Fence | 780.00 |
| 2 | Tree Protection Fencing | 15,000.00 |
| 3 | Temporary Grassing/Mulching 1256SY | 1,256.00 |
| Erosion Control Subtotal | | 17,036.00 |
| SITE IMPROVEMENTS | | |
| Item | Description | Total |
| 1 | 6" GABC, Including Compacting of Subgrade 1541X20 | 30,820.00 |
| 2 | 2" Asphaltic Concrete Surface Course (220#/SY) 16 | 24,656.00 |
| 3 | Concrete Wheelstop | 100.00 |
| 4 | Timber Wheelstop 20 | 1,000.00 |
| 5 | 12" Concrete Ribbon Curb 708x12 | 8,496.00 |
| 6 | 5" Metal Walkway Edging X8 | 4,304.00 |
| 7 | Pervious Parking, 1" #89 Stone, 5"GABC 2.50 | 8,430.00 |
| 8 | Plantation Mix, 4" Thick, Including Filter Fabric 16CY | 1,120.00 |
| 9 | 4000 PSI Concrete Pavement, 6" Thick 288 | 2,016.00 |

MAY

Schedule of Prices

Fort Fremont Preserve Roadway Improvements

| 10 | Concrete Sidewalk 6" Thick | 664 x7.50 | 4,980.00 |
|-------------------------------------|--|-----------|------------------|
| 11 | Split Rail Wooden Fencing | 390 x10 | 3,900.00 |
| 12 | Landscaping | | 0.00 |
| Site Improvements Subtotal | | | 89,822.00 |
| SIGNAGE AND MARKING | | | |
| Item | Description | | Total |
| 1 | Handicap Parking Signs (R7-8) | | 100.00 |
| 2 | Handicap Parking Symbol (MUTCD Fig. 3B-22) | | 300.00 |
| 3 | Handicap Parking Striping - 5" Blue Traffic Striping | | 300.00 |
| 4 | Pedestrian Crosswalk - 8" Solid White Striping | | 240.00 |
| 5 | Yield Here To Peds Sign (R1-5) | | 250.00 |
| 6 | Keep Right (Diagonal Arrow) Sign (R4-7B) | | 240.00 |
| 7 | Keep Right (Narrow) Sign (R4-7C) | | 150.00 |
| 8 | Do Not Enter Sign (R5-1) | | 200.00 |
| 9 | No Parking Any Time Sign (R7-1) | | 260.00 |
| Signage and Marking Subtotal | | | 2,040.00 |
| ADDITIONAL EXPENSES | | | |
| Item | Description | | Total |
| 1 | Mobilization | | 2,500.00 |
| 2 | General Conditions | | 10,000.00 |
| 3 | Bonds and Insurance | | 7,500.00 |
| 4 | Material Testing & Inspection | | 6,000.00 |
| 5 | As-built Survey | | 2,500.00 |
| 6 | Miscellaneous Items NIC Above | | 1,500.00 |
| ADDITIONAL EXPENSES | | | 30,000.00 |

| | |
|--|---------------------|
| FORT FREMONT ROAD & PARKING IMPROVEMENTS COST | \$162,173.00 |
|--|---------------------|



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Myrtle Park Access and Parking Agreement

Council Committee:

Public Facilities Committee

Meeting Date:

May 18th, 2020

Committee Presenter (Name and Title):

John O'Toole, Executive Director, Beaufort County Economic Development Corporation

Issues for Consideration:

Entering into an access and parking agreement with CSD Myrtle Park LLC. The developer shall have a non-exclusive right of use over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and parking of residential vehicles subject to the terms hereof.

Points to Consider:

- As part of the agreement, parking shall only be authorized in available spaces on the County Parcel. CSD Myrtle Park LLC will understand and acknowledge that at certain times parking spaces may not be available for use.
- In the agreement of purchase and sale executed by the County, the condition to closing (7.E.) called for a "... joint use agreement for parking and access."
- The parking and access agreement will allow CSD Myrtle Park LLC to maximize the amount of sq. ft. built upon the site - in turn maximizing the investment and job creation.

Funding & Liability Factors:

The County Parcel shall not be used for the storage of any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them. CSD Myrtle Park LLC shall be held responsible for any damage to the County Parcel resulting from any accident, injury, loss or damage occurring to any person or to the property of any person arising out of or resulting from the exercise of the rights and privileges granted herein to Myrtle Park and the Invitees.

Council Options:

Recommend to full council the approval of the access and parking agreement with CSD Myrtle Park LLC.

Recommendation:

Recommend to full council the approval of the access and parking agreement with CSD Myrtle Park LLC.

ORDINANCE NO 2020/_____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN
ACCESS AND PARKING EASEMENT ON COUNTY PROPERTY**

WHEREAS, the Council of Beaufort County has entered into a transaction for purposes of economic development whereby a certain parcel of land is being sold to CSD Myrtle Park, LLC; and

WHEREAS, one of the terms of the agreement for sale and purchase is for the parties to agree to allow tenants, guests and invitees of CSD Myrtle Park, LLC to have nonexclusive access onto certain of the existing parking spaces on the County-owned land immediately adjacent to the CSD Myrtle Park, LLC property; and

WHEREAS, the parties have agreed to terms of a perpetual Access and Parking agreement which is incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED IN MEETING DULY ASSEMBLED, that the Access and Parking Agreement attached hereto and incorporated herein is hereby approved, and the County Administrator is hereby authorized to execute and deliver same.

DONE this _____ day of June, 2020

Joseph Passiment, Council Chair

Attest: Sarah Brock, Clerk to Council

ACCESS AND PARKING
AGREEMENT

THIS ACCESS AND PARKING AGREEMENT (the “Agreement”) is made this __ day of _____, 2020, by and between **CSD MYRTLE PARK, LLC**, a Georgia non-profit corporation (hereinafter referred to as “Myrtle Park”), and **BEAUFORT COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina**, (“Beaufort County”).

RECITALS:

WHEREAS, Myrtle Park is owner of that property known as 7.714 Acres, Kittie’s Landing, Phase 2, Beaufort County, South Carolina and more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Myrtle Park Parcel”); and

WHEREAS, Beaufort County is the owner of that real property known as a portion of Parcel 6B, Myrtle Park, Beaufort County, South Carolina and more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “County Parcel”), and as shown on that plat attached hereto as **Exhibit “C”** attached hereto and made a part hereof by this reference; and

WHEREAS, the parties have agreed to grant nonexclusive parking rights over the County Parcel for the benefit of the Myrtle Park Parcel and the County Parcel, all as more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the benefits accruing to each of the Parcels from this agreement and other agreements created hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless the context otherwise requires, capitalized terms used herein shall have the meanings set forth below:

Parcel or Parcels shall mean the Myrtle Park Parcel and the County Parcel, either individually or collectively, as the context requires.

2. **Access and Parking Agreement.**

Beaufort County, as the owner of the County Parcel, hereby grants to Myrtle Park, as the owner of the Myrtle Park Parcel, a perpetual, non-exclusive easement over and across the County Parcel for the purpose of pedestrian and vehicular access, ingress and egress, and parking of residential vehicles (including pick-up trucks and residential sized vans) subject to the terms hereof. Parking shall only be authorized in available spaces on the County Parcel, provided that the parking spaces contiguous to the Myrtle Park Parcel shall at all

times remain as parking spaces open to the public on a first come first served basis. The County Parcel shall not be used for the storage of any kind, particularly, but not limited to any vehicles, boats, trailers or other similar equipment or products belonging to Myrtle Park or its tenants or others claiming through them. Since the parking spaces will be open to the public on a first come first served basis, Myrtle Park understands and acknowledges that at certain times parking spaces may not be available for use by it and its Invitees (as defined below).

3. **Maintenance.** Beaufort County shall have the sole right and obligation to maintain the County Parcel in good operating order and repair, at its sole cost and expense. Notwithstanding the foregoing, if the County Parcel is damaged as the result of any action by Myrtle Park, including, but not limited to, any action of guests, invitees, employees, agents, or contractors of Myrtle Park or its tenants (the "Invitees"), Myrtle Park shall reimburse Beaufort County for its direct, out-of-pocket costs and expenses incurred to repair said damage. Beaufort County shall have no responsibility for any loss, accident, damage or injury to any persons, vehicles or otherwise on the County Property.
4. **Indemnity.** Myrtle Park, its successors and assigns, shall defend, indemnify, and hold harmless Beaufort County from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any accident, injury, loss or damage occurring to any person or to the property of any person arising out of or resulting from the exercise of the rights and privileges granted herein to Myrtle Park and the Invitees (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful act or omission of Beaufort County).
5. **Notice.** Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in one of the following manners: (i) in person; (ii) by fax with a communication result report confirming receipt; (iii) by e-mail with a delivery receipt (iii) nationally recognized overnight courier service with dated evidence of delivery; or (iv) in registered or certified form, postage prepaid, return receipt requested. Rejection or other refusal to accept shall constitute receipt.
6. **Miscellaneous/Term.** The benefits and obligations created hereunder shall create mutual benefits and servitudes running with the title to each Parcel. Subject to the terms above, each Party hereto shall use and enjoy all rights created hereunder and benefiting said party in such a manner so as to not unreasonably interfere with the other party's use, enjoyment and development of its respective Parcel. This Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors, heirs, grantees and assigns. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise or representation not herein

expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed by all parties hereto. This Agreement shall be governed by and construed and interpreted under the laws of the State of South Carolina.

The Beaufort County Administrator, on behalf of Beaufort County, South Carolina, has executed this Access and Parking Agreement effective as of the date indicated below.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Its: County Administrator
Attest: _____
Its: _____

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____, as _____ County Administrator of Beaufort County, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal this ____ day of _____, 2020.

Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

An authorized agent of Myrtle Park has executed this Access and Parking Agreement effective as of the date indicated below.

CSD MYRTLE PARK, LLC
a South Carolina limited liability company

By: _____

Its: _____

Witness

Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

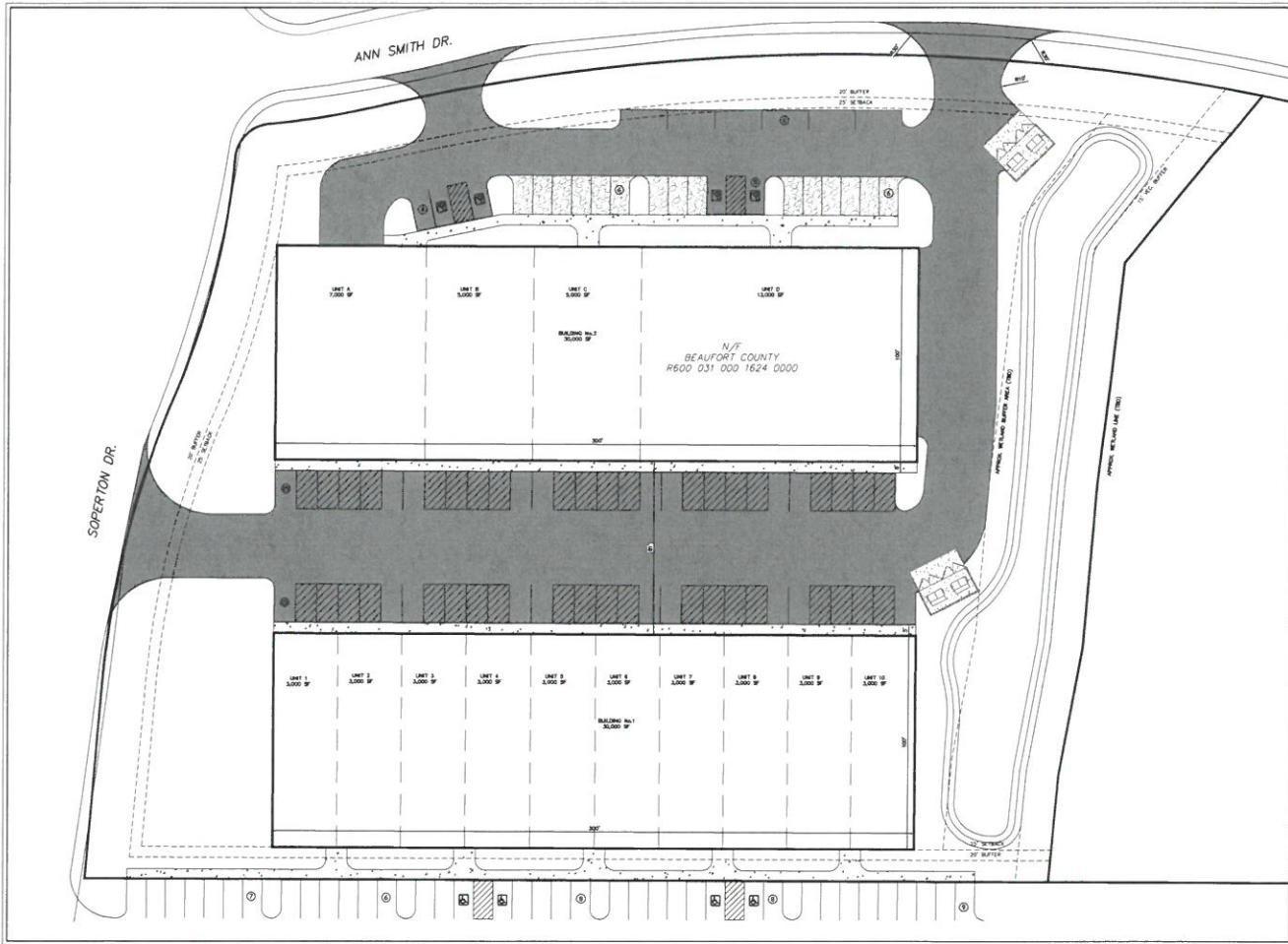
I, the undersigned Notary Public, do hereby certify that _____, as Manager of CDS Myrtle Park, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal this ____ day of _____, 2020.

_____(SEAL)
Notary Public for the State of South Carolina
My Commission Expires: _____

EXHIBIT "A"

MYRTLE PARK PARCEL

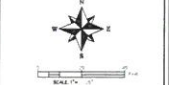


VICINITY MAP
Not To Scale

CONCEPTUAL SITE PLAN
PARCEL AT INTERSECTION OF SOPERTON DR & ANN SMITH DR
 BEAUFORT COUNTY, SOUTH CAROLINA
 PREPARED FOR:
CS PROPERTIES, LLC

EXHIBIT SUMMARY:
 SHEET 1: PARCEL 12, 30' BUFFER
 SHEET 2: PARCEL 12, 30' BUFFER
 SHEET 3: PARCEL 12, 30' BUFFER

THIS PLAN IS CONCEPTUAL AND THE CLIENT IS RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS OF THE SITE AND THE LOCAL, STATE AND FEDERAL REGULATIONS.



Ward Edwards
ENGINEERING
 P.O. BOX 391, BLUFFTON, SOUTH CAROLINA 29915
 PH: 803.853.1234 FAX: 803.853.2038
 WWW.WARDEWARDS.COM

| | |
|--------------|----------|
| PROJECT # | 150204 |
| DATE | 01/22/22 |
| PREPARED BY | CSM |
| SHEET NUMBER | 1 of 1 |

EXHIBIT "B"
COUNTY PARCEL



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request authority for the County Administrator to negotiate a contract award for RFQ 071019 Facilities Master Plan Consulting Services

Council Committee:

Public Facilities Committee

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

Dave Thomas, CPPO Purchasing Director

Issues for Consideration:

On July 10, 2019, the Purchasing Department received four responses to the above RFQ 071019. See the attached memo. The evaluation committee reviewed all of the responses and interviewed each firm. After the interviews the evaluation committee selected Creech & Associates as the number one ranked firm. The fee of \$298,840 covers the Master Plan Services, which includes a Space Needs Analysis, and Facilities Master Planning. See the proposal attachments A-C from Creech & Associates for a list of buildings and departments included in the Space Needs Analysis, and Facilities Master Planning parts of the study.

Points to Consider:

1. The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.
2. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically:
 - a. Dispose of deficient or leased facilities,
 - b. Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible.
 - c. To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years).
3. The process is estimated to encompass six (6) months and is scheduled to commence as soon as the project is approved by County Council. Estimated start date is June 2020. The start date may change due to the current COVID-19 situation.

Funding & Liability Factors:

Account 10001311-51160 Professional Services. Facilities Management as 1.6 million available in their current budget. Since this is a six month project, funds may be needed for FY21. Cost break down for each phase: Space Needs Analysis \$131,729, Facilities Master Planning \$167,111 for a total of \$298,840.

Council Options:

Approve or disapprove the Request.

Recommendation:

The Purchasing Department recommends that the Public Facilities Committee recommend approval to County Council to allowing the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.



COUNTY COUNCIL OF BEAUFORT COUNTY

PURCHASING DEPARTMENT

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

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

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: New Contract as a Result of Solicitation
Request Authority for the County Administrator to Negotiate a Contract Award for RFQ 071019, Facilities Master Plan Consulting Services

DATE: 05/18/2020

BACKGROUND:

Beaufort County received four responses from a Request for Qualifications (RFQ) on July 10, 2019. The RFQ was advertised in order to select a qualified firm to provide Master Plan Consulting Services. An assessment is needed in order to create a strategic forecast and necessary information for meeting our future facilities needs as outlined in the scope of work requirements in the RFQ. The study will consist of a two part study including a space needs analysis and facilities master plan options for the identified buildings and departments within Beaufort County (see the attached proposal). This process will provide a working tool over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically do the following: a) Dispose of deficient or leased facilities, b) Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible, c) To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years). The process is estimated to encompass six (6) months and is scheduled to commence as soon the budget and project is approved by Council.

A selection committee consisting of the County Administrator (Ashley Jacobs), Deputy County Administrator (Chris Inglesse), Assistant County Administrator for Civic Engagement & Outreach (Monica Spells), Assistant County Administrator for Public Safety (Phil Foot), Assistant County Administrator for Finance, (Alicia Holland), Assistant County Administrator Public Works & Sustainability (David Wilhelm), Division Director Construction, Engineering and Facilities (Rob McFee), Director of Facilities (Mark Roseneau), reviewed and ranked the proposals based on the criteria provided in the solicitation. All four firms were selected for interviews. After the interviews, the selection committee completed their evaluation and selected Creech & Associates as the most qualified to provide the aforementioned services for Beaufort County. A Best and Final Offer was received from Creech & Associates on May 5, 2020, for \$298,840 (see the attached proposal for a list of task, price break down, and schedule).

RESPONSES AND FINAL RANKING:

- 1. Creech & Associates, Charlotte, NC
2. Beaufort Design Build, LLC, Seabrook, SC
3. Weston & Sampson Engineers, Inc., North Charleston, SC
4. Glick & Boehm Architecture, Charleston, SC

VENDOR INFORMATION:

COST:

Creech & Associates, Charlotte, NC \$298,840

Insert Addition Vendor Info.

FUNDING:

Public Services has funding available in their FY20 budget for these services. The budgets will need to be identified by the CFO before proceeding with the project.

Funding approved: Yes By: raymond.williams Date: 05/11/2020

FOR ACTION: Public Facilities Committee meeting on May 18, 2020.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee recommend approval to County Council allowing the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.

Attachment: Master Plan.pdf 2.26 MB Click here to attach a file

cc: Ashley Jacobs, County Administrator

Approved: Yes Date: 05/11/2020

Check to override approval: Overridden by:

Override Date:

Raymond Williams, Finance Director

Approved: Yes Date: 05/11/2020

| | | |
|--|-------------------------------------|---|
| Christopher S. Inglese Deputy County Administrator | Approved: Yes | Date: 05/11/2020 |
| <input type="checkbox"/> Check to override approval: Overridden by: <input type="text"/> | Override Date: <input type="text"/> | <input type="checkbox"/> ready for admin: <input checked="" type="checkbox"/> |
| Mark Roseneau, Director, Facility Management Departm | Approved: Yes | Date: 05/11/2020 |
| <input type="checkbox"/> Check to override approval: Overridden by: <input type="text"/> | Override Date: <input type="text"/> | <input type="checkbox"/> ready for admin: <input checked="" type="checkbox"/> |

CC others

Approved by Committee:

Approved by Council:

After Initial Submission, Use the Save and Close Buttons



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
POST OFFICE DRAWER 1228 ♦ BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2304 FAX: (843) 255-9437

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David L. Thomas, CPPO, Purchasing Director

SUBJ: **Request authority for the County Administrator to negotiate a contract award for RFQ 071019 Facilities Master Plan Consulting Services**

DATE: May, 11, 2020

BACKGROUND: Beaufort County received four responses from a Request for Qualifications (RFQ) on July 10, 2019. The RFQ was advertised in order to select a qualified firm to provide Master Plan Consulting Services. An assessment is needed in order to create a strategic forecast & necessary information for meeting our future facilities needs as outlined in the scope of work requirements in the RFQ. The study will consist of a two part study including a space needs analysis, and facilities master plan options for the identified buildings and departments within Beaufort County (see the attached proposal). This process will provide a working tool over a five-year through thirty-year period, with appropriate intervals for re-evaluation to ensure vitality & useful life. The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically do the following: a. Dispose of deficient or leased facilities, b. Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible. c. To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term (30 years). The process is estimated to encompass six (6) months and is scheduled to commence as soon the budget and project is approved by Council.

A selection committee consisting of the County Administrator (Ashley Jacobs), Deputy County Administrator (Chris Inglese), Assistant County Administrator for Civic Engagement & Outreach (Monica Spells), Assistant County Administrator for Public Safety (Phil Foot), Assistant County Administrator for Finance, (Alicia Holland), Assistant County Administrator Public Works & Sustainability (David Wilhelm), Division Director Construction, Engineering and Facilities (Rob McFee), Director of Facilities (Mark Roseneau), reviewed and ranked the proposals based on the criteria provided in the solicitation. All four firms were selected for interviews. After the interviews, the selection committee completed their evaluation and selected Creech & Associates as the most qualified to provide the aforementioned services for Beaufort County. A Best and Final Offer was received from Creech & Associates on May 5, 2020 for \$298,840 (see the attached proposal for a list of task, price break down, and schedule.

RESPONSES AND FINAL RANKING:

1. Creech & Associates, Charlotte, NC
2. Beaufort Design Build, LLC, Seabrook, SC
3. Weston & Sampson Engineers, Inc., North Charleston, SC
4. Glick & Boehm Architecture, Charleston, SC

FUNDING. Account 10001311-51160-Professional Services. Public services has 1.6 million available in their FY20 budget for these services.

FOR ACTION: Public Facilities Committee Meeting May 18, 2020.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee recommend approval to County Council to allowing the County Administrator to negotiate a contract award with Creech & Associates for the Master Plan Services as referenced in the RFQ 071019 for a contract cost of \$298,840.

CC: Ashley Jacobs, County Administrator
Christopher Inglese, Deputy Administrator
Alicia Holland, Assistant County Administrator, Finance
Mark Roseneau, Director of Facilities

Att: Scoring Summary, Creech & Associates Proposal

May 5, 2020

David L. Thomas, CPPB, CPPO
Purchasing Director
Beaufort County
106 Industrial Village Road, Bldg. #2
Beaufort, S.C. 29901

Re: Space Needs Assessment / Facilities Master Planning Proposal

David:

Creech & Associates, PLLC is pleased to present you with a proposal for design services to complete a two (2) part study including space needs analysis, and facilities master plan options for the identified buildings and departments within the Beaufort County government. The following is a general understanding of the project goals and scope of work:

- The assessment is needed in order to create a strategic forecast & necessary information for meeting these requirements over a five (5) through thirty (30) year period, with appropriate intervals for re-evaluation to ensure vitality & useful life of the tool.
- The results from the study should provide a plan to the County with a long-term vision and time-phased plan to methodically:
 - Dispose of deficient or leased facilities, which are, or will become, not cost-effective to retain or contain departments that will be consolidated with similar
 - Strategically develop replacement facilities that are right-sized and located to consolidate operations whenever feasible
 - To develop new facilities where needed to accommodate forecasted County population growth increases over the long-term; for the purposes of this proposal, defined as thirty (30) years.
- The process is estimated to encompass 6 months and is scheduled to commence in June 2020. The starting date is pending the completed contract approval by the County. *Due to the potential for state and local authorities to extend current state-wide orders to stay-at-home and/or shelter-in-place related to COVID-19, the schedule may be extended accordingly.*

The fee is structured around the two (2) parts that contain a total of eleven (11) tasks identified in our interview presentation. The final deliverable will be an 8.5 x 11 formatted electronic document that provides a comprehensive summary of each task and the relative findings and conclusions. A breakdown of the deliverables is as follows:

Task 1: Project Startup and Kickoff Meeting with Advisory Committee

- Coordinate project scope and schedule with the Advisory Committee
- Receive from the County various data required and requested to initiate the study: organizational charts, CAD files, and drawings of existing facilities.
- Initiate project ShareFile site for data transfer
- Kickoff meeting with the Advisory Committee

SPACE NEEDS ASSESSMENT

Task 2: Profile Departments & Conduct Staff Interviews

- Create and distribute survey document
- Organize and analyze survey results
- Interview the department heads for the 49 department groups listed in Attachment A.
- Identify any specific criteria required for special conditions

Task 3: Building Verification and Establish Space Standards

- Develop department space plans from assessment floor plans and verify accuracy
- Establish space standards that apply to similar positions to provide definition in future planning
- Organize staff into appropriate hierarchy related to position and tasks
- Provide data sheets that conveys size, prototype furniture, equipment layout, and potential adjacencies with other departments for each major type of space

Task 4: Forecast Future Personnel

- Analyze data from alternate sources including the county database that contain growth indicators applicable to staff growth benchmarking
- Create tables that compare multiple growth metrics
- Identify the most appropriate metrics to utilize for future evidence needs
- Update presented to the Advisory Committee

Task 5: Project Future Space Needs

- Assimilate a forecast with projections in five (5) year increments for a total period of thirty (30) years, to include suggested revaluation cycles.
- Apply the growth logic to support spaces and offices or expansion strategies

Task 6: Identify Space and Infrastructure Needs

- Compare the current space utilization with the current needs from the surveys and interviews.
- Analyze overage and shortage of areas within current facilities

Task 7: Programming

- Create a list of spaces for each department that accounts for current staff and future projections
- Include support spaces per department (ex: dedicated storage)
- Analyze each department use to identify the appropriate net to gross ratio
- Compile department programs into facility programs suitable for submission to firm(s) for architectural design and execution.
- Conduct a conference call with department representatives to vet the program as final
- Update presented to the Advisory Committee

FACILITIES MASTER PLAN

Task 8: Facility Master Planning

- Prepare 3 options for a facilities master plan to address the space needs for all County departments and facilities as listed in Attachments A, B, and C, including proposed limited site selection, administration and logistics, consolidations, renovations, efficiencies, as well as joint use and co-locations with a primary focus on efficient/public service needs.
- Develop a baseline for facilities consolidation, relocation, and/or renovation, with a primary focus on efficient/public service needs
- Facility master plans may be some combination of new and renovated spaces and buildings.
- Present facilities master plans and benefits to the Advisory committee
- Develop a list of priorities for implementation based on phasing options and highest need

Task 9: Capital Cost Estimation

- Coordinate with estimator to provide current cost per sf information to inform the estimate for each of the 3 options. Professional cost estimating at the cost model level of detail only
- Discuss and identify budget parameters that impact potential phasing for implementation
- Include justification, scope, recommended prioritized phased schedule, and estimation of costs associated with major repair, modernization and new construction.
- Identify the master plan option selected for recommendation based on desired direction

Task 10: Development of Deliverables

- Compile an 8.5 x 11 format final report to document the study
- Document the entire process from the kick-off meeting to the final recommendations
- Organize all raw data into a clear format accompanied by charts, photographs, diagrams, executive summaries and other supporting information
- Share an electronic draft with the Advisory Committee for review and comment prior to finalizing the report.

Task 11: Prepare and Present Final Report

- Modify report based on owner feedback and suggestions on final draft
- Quality Control review of entire document
- Final report presented to the Advisory Committee

- Prepare and submit electronic copy of final report
- Ongoing support from the team at Creech & Associates after conclusion of the project

A breakdown of lump sum fees by each major category is as follows:

| | |
|------------------------------|---------------------|
| • Space Needs Analysis | \$131,729.00 |
| • Facilities Master Planning | \$167,111.00 |
| <hr/> | |
| • Total | \$298,840.00 |

The Advisory Committee will be established by County leadership and will include key personnel to provide oversight and guide the study. There will be a total of four (4) meetings with the Advisory Committee included in this scope, in addition to the interview schedule. There will be a total of one (1) presentation to County Council for the final report, and two (2) presentations to update County Council that must be scheduled the same day as an Advisory Committee meeting. A recurring bimonthly conference call or net meeting will be established to maintain open communications throughout the study.

All reimbursable expenses are included in the base fee with the condition that all deliverables will be submitted in electronic format and no hard copies will be required. Any additions to the scope of work outlined in this proposal, including but not limited to site visits, presentations, deliverables, etc. will be considered an additional service and will be billed hourly per the 2020 rates below. All additional services must be authorized in writing prior to commencing work.

| | |
|---------------------------------------|----------|
| Managing Principal | \$200.00 |
| Senior Designer/Associate/Team Leader | \$175.00 |
| Project Architect | \$160.00 |
| CAD/Technical | \$130.00 |
| Administrative | \$90.00 |

Creech & Associates appreciates the opportunity to serve Beaufort County. If you have any questions, please feel free to contact us.

Yours truly:

Creech and Associates, PLLC



Brent J. Green, LEED AP
Principal

Accepted: David L. Thomas, CPPB, CPPO

cc: David A. Creech, AIA
file

Date

ATTACHMENT A

List of 49 departments to be included in the Space Needs Assessment scope of work:

1. Airports
2. Alcohol and Drug Abuse
3. Animal Services
4. Assessor
5. Auditor
6. Broadcast Services
7. Building Codes
8. Business License
9. Civic Engagement and Outreach
10. Clerk of Court
11. Clerk to Council
12. Code Enforcement
13. Community Development
14. Coroner
15. COSY / Human Services
16. County Administration
17. County Attorney
18. Detention Center
19. Disabilities and Special Needs
20. Elections and Voter Registration
21. Emergency Management
22. Emergency Medical Services
23. Engineering
24. Facilities Management
25. Finance
26. Geographic Information Systems
27. Health and Environmental Control
28. Human Resources
29. Information Technology
30. Juvenile Justice
31. Legislative Delegation
32. Library
33. Mosquito Control
34. Magistrate (Chief)
35. Parks and Recreation Admin.
36. Probation, Pardon, and Parole
37. Public Defender
38. Public Safety
39. Public Works
40. Purchasing
41. Records Management
42. Register of Deeds
43. Risk Management
44. Sheriff
45. Social Services
46. Stormwater
47. Traffic Engineering
48. Treasurer
49. Veterans Affairs

ATTACHMENT B

List of 28 facilities to be included in the Space Needs Assessment scope of work:

| | BUILDING NAME | ADDRESS | AREA (SF) |
|-----|------------------------------------|--|------------------|
| 1. | Grounds Maintenance | 25 Shelter Church Road, Beaufort | 3,360 |
| 2. | Beaufort County Gov't Center South | 539 William Hilton Parkway | 9,303 |
| 3. | Beaufort Library | 311 Scott Street, Beaufort | 29,886 |
| 4. | BIV V-Traffic Eng./Rec. Mgmt. | 113 Industrial Village Road, Beaufort | 10,000 |
| 5. | Bluffton Fuel Site | 25 Benton Field Road, Bluffton | 50 |
| 6. | Bluffton Gov't Center-Myrtle Park | 4819 Bluffton Parkway, Bluffton | 21,000 |
| 7. | Bluffton Library | 120 Palmetto Way, Bluffton | 27,000 |
| 8. | Bluffton Public Works | 9 Benton Field Road, Bluffton | 1,500 |
| 9. | Detention Center | 106 Ribault Road, Beaufort | 102,732 |
| 10. | DSN Center Drive West | 608 Center Drive | 2,100 |
| 11. | DSN Chloe | 3 Chloe's Way | 2,900 |
| 12. | DSN Clearwater Building | 100 Clear Water Way | 7,510 |
| 13. | Federal Courthouse | 1501 Bay Street, Beaufort | 12,871 |
| 14. | Fuel Site | Shanklin Road | 0 |
| 15. | HH Island Library | 11 Beach City Road, Hilton Head | 22,006 |
| 16. | Human Services Building | 1905 Duke Street, Beaufort | 33,420 |
| 17. | Law Enforcement Center/EOC | 2001 Duke Street, Beaufort | 19,200 |
| 18. | Lobecco Library | 1862 Trask Parkway, Lobecco | 8,000 |
| 19. | Mosquito Control | 84 Shanklin Road, Beaufort | 6,379 |
| 20. | Motorola Maintenance Shop | 144 Shanklin Road, Beaufort | 1,586 |
| 21. | Public Works Building and Garage | 120 Shanklin Road, Beaufort | 18,277 |
| 22. | Public Works Open Storage Building | 120 Shanklin Road, Beaufort | 8,000 |
| 23. | Sea Trawler Restaurant-Buckingham | 35 Fording Island Road Ext | 7,800 |
| 24. | Sheriff's Annex/Storage | 2727 Depot Road | 3,937 |
| 25. | Sheriff's Gym | 2727 Depot Road | 1,707 |
| 26. | St. Helena Library | 6355 Jonathan Francis Sr. Rd, St. Helena | 23,500 |
| 27. | Storm Water Building | 120 Shanklin Road, Beaufort | 2,300 |
| 28. | Storm Water Building #2 | 108 Shanklin Road | 896 |

ATTACHMENT C *

List of 24 facilities to be included in the Facilities Master Planning scope of work:

| | BUILDING NAME | ADDRESS | AREA (SF) |
|-----|--------------------------------------|------------------------------------|------------------|
| 1. | Administration Building | 100 Ribault Road, Beaufort | 34,028 |
| 2. | Animal Services | 10 Pritcher Point Rd, Okatie | 20,000 |
| 3. | BIV II-Finance, Purch., Risk Mgmt | 104 Beaufort Industrial Road | 5,000 |
| 4. | BIV III-IT | 106 Beaufort Industrial Road | 5,000 |
| 5. | BIV I-Staff Atty., Employee Services | 102 Burton Hill Road, Beaufort | 5,000 |
| 6. | BIV IV-Voters Registration | 15 John Galt Road, Beaufort | 5,000 |
| 7. | Coroner's Office | 1804 Old Shell Road, Port Royal | 6,300 |
| 8. | Courthouse | 102 Ribault Road, Beaufort | 61,797 |
| 9. | Crystal Lake | 124 Lady's Island Drive, LI 29907 | 3,000 |
| 10. | Daufuskie Island Store | New River | 1,500 |
| 11. | EMS Station | 2727 Depot Road | 2,500 |
| 12. | Facilities Maintenance Office | 142 Shanklin Road, Beaufort | 5,630 |
| 13. | Grounds Maintenance Office | 136 Shanklin Road, Beaufort | 2,400 |
| 14. | Health Center | 600 Wilmington Street, Beaufort | 7,834 |
| 15. | Health Center/DHEC | 1407 King Street, Beaufort | 8,610 |
| 16. | Lady's Island Airport Hangers | 41 Airport Circle | 3,360 |
| 17. | Marine Rescue Squadron | 817 Paris Ave., Port Royal, SC | 800 |
| 18. | Mosquito Control Maint Shop | 84 Shanklin Road, Beaufort | 1,887 |
| 19. | Mosquito Control-Hanger | 39 Airport Circle | 3,990 |
| 20. | Pistol Range | 130 Shanklin Road, Beaufort | 200 |
| 21. | Sheriff's Office Spec Ops | 1021 Okatie Highway | 3,400 |
| 22. | Sheriff's Office DNA Lab | 111 Industrial Village Road | 4,000 |
| 23. | Sun City Fire Department | 25 William Pope Drive, Hilton Head | 2,800 |
| 24. | Wigeon Point, Classroom Building | 43 Okatie Highway, 29909 | 1,930 |

* The 28 facilities listed in Attachment B are also included in the Facilities Master Planning scope of work.

Facilities Master Plan Consulting Services

RFQ 071019

Summary Score Sheet

Interviews on 10.24.2019

| <u>Evaluators</u> | <u>Name of Company</u> | <u>Name of Company</u> | <u>Name of Company</u> | <u>Name of Company</u> |
|--------------------------------|------------------------|------------------------|------------------------|------------------------|
| P. Foot | Creech & Associates | Glick & Boehm | Weston & Sampson | Beaufort Design Build |
| A. Holland | 73 | 59 | 52 | 66 |
| C. Inglese | 95 | 62 | 81 | 89 |
| A. Jacobs | 97 | 74 | 73 | 90 |
| R. McFee | 90 | 45 | 70 | 75 |
| M. Roseneau | 93 | 88 | 75 | 81 |
| M. Spells | 94 | 86 | 83 | 94 |
| D. Wilhelm | 90 | 80 | 75 | 80 |
| TOTALS: | 86 | 81 | 71 | 86 |
| | 718 | 575 | 580 | 661 |
| <u>Creech & Associates</u> | 1 | 718 | | |
| <u>Beaufort Design Build</u> | 2 | 661 | | |
| <u>Weston & Sampson</u> | 3 | 580 | | |
| <u>Glick & Boehm</u> | 4 | 575 | | |



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Update - Information on Convenience Center Decals - Goldsmith Report

Council Committee:

Public Facilities Committee

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

Dave Wilhelm, Assistant County Administrator Public Works and Sustainability; Cindy Carter, Director - Solid Waste and Recycling

Issues for Consideration:

Update status on decal program implementation

Points to Consider:

Information only

Funding & Liability Factors:

Council Options:

Recommendation:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Contractual Negotiations and Refund Request from Zinn Investments III, LLC.

Council Committee:

Public Facilities Committee

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

Christopher Inglese, AICP, Deputy County Administrator

Issues for Consideration:

Mr. Tom Zinn is requesting \$40,000 refund in relation to a Settlement Agreement between Beaufort County and Zinn Investments III, LLC dated February 13, 2013.

Points to Consider:

Please see the attached memo from Brittane Fields, Beaufort County Engineering Sr. Administrative Specialist.

Funding & Liability Factors:

No funding account has been identified.

Council Options:

Refund the requested amount or something less.
Decline to provide a refund.

Recommendation:

Staff does not recommend a refund to Mr. Zinn nor execution of proposed Amendment to the Settlement Agreement.



**COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT**

2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

March 26, 2020

Chris Inglese, AICP
Deputy County Administrator
Beaufort County
100 Ribaut Road
Beaufort, SC 29902

Mr. Inglese,

In response to your email request on February 5, 2020, a full review has been completed of the SC 170 Turn Lanes project file relative to the 2013 Settlement Agreement between Beaufort County and Zinn Investments III, LLC. Below is the results of the review:

1. Per the Settlement Agreement, Zinn Investments III, LLC. agreed to pay \$428,840.00 to Beaufort County for the construction of three (3) turn lanes. Engineering design services were obtained by Infrastructure, Consulting and Engineering (ICE) in the amount of \$17,545.09 which produced the As-Built Construction Plans certified on December 2, 2015. The Summary of Quantities included in the As-Built was published as Addendum #1 to the Beaufort County IFB #010716E Construction of Three Turning Lanes on SC 170. In February 2016, Beaufort County awarded the contract to Lane Construction Corporation for \$384,887.65. Two change orders were requested and approved throughout the contract term and the final contract was \$418,545.14. With additional expenses for consulting, printing and advertising, the total design and construction expenses equal \$440,649.84 as seen in Attachment 1.
2. In addition to the above referenced expenses, Beaufort County expended an additional \$906,152.76 in legal services, right of way acquisition and condemnation of the parcels listed on the Settlement Agreement.
3. Thomas & Hutton provided an Engineers Opinion of Probable Construction Costs Revised Quantities per Infrastructure, Consulting and Engineering (ICE) Plans. This report is dated November 15, 2015, however; the ICE As-Built Construction Plans were stamped 17 days later on December 2, 2015. We are at a loss to understand how Thomas & Hutton (T&H) could develop a cost comparison report as they almost certainly wouldn't have had that information until the ICE As-Built Construction Plans were certified. In addition, many of the Thomas and Hutton "Opinion of Probable Cost" quantities do not accurately reflect the material quantities as bid and installed. For example, the T&H opinion does not contain Borrow Excavation, Unclassified Excavation or Muck Excavation only "Clearing and Grubbing". Regardless of how the quantities and unit values are analyzed, the final actual cost of the turn lanes exceed the T&H opinion of probable cost by over \$42,000.

Please let me know if there is anything else needed.

Respectfully,

Brittance Fields, Sr. Administrative Specialist
Beaufort County Engineering

Attachments: 1. Design and Construction Expense Report
2. Legal Fee Expense Report
3. Infrastructure, Consulting and Engineering As-Built Drawings Turing Lanes on State Highway S.C. 170

SC HWY 170 - ZINN TURN LANES

| YR/PR JNL | EFF DATE | SRC | REF1 | COMMENT | VENDOR | CHECK # | AMOUNT |
|---|----------|----------|------|---------|--------------------------------|---------|----------------------|
| 13/11 | 2040 | 05/30/13 | GEN | SC170 | SC170 WIDENING PAYMENT | | (428,840.00) |
| 16/ 6 | 232 | 12/09/15 | API | 007934 | SC 170 TURNING LANES | 866732 | 171.72 |
| 16/ 6 | 337 | 12/15/15 | API | 007934 | BID DOCUMENTS: SC 170 TURN LAN | 867189 | 169.01 |
| 16/ 7 | 971 | 01/31/16 | API | 007934 | SC 170 TURN LANES | 869771 | 85.10 |
| 17/ 3 | 825 | 09/30/16 | API | 013615 | HWY 170/ZINN EVALUATION | 884230 | 4,030.00 |
| 14/12 | 2016 | 06/30/14 | API | 012060 | SC 170 WIDENING: TURN LANES-JU | 839670 | 9,543.27 |
| 15/ 2 | 1216 | 08/31/14 | API | 012060 | ZIINN TURN LANES DESIGN: AUG14 | 843551 | 1,336.34 |
| 15/ 3 | 1305 | 09/30/14 | API | 012060 | ZINN TURN LANES: SEPT 2014 | 844570 | 3,588.45 |
| 15/ 4 | 1346 | 10/31/14 | API | 012060 | SC 170 CEI ZIINN TURN LANES | 845843 | 834.89 |
| 16/ 2 | 1390 | 08/31/15 | API | 012060 | SC 170 ZINN TURN LANE: AUG 201 | 863549 | 2,242.14 |
| 16/ 6 | 920 | 12/31/15 | API | 000232 | 446646: BID ADV: SC 170 TURN L | 867939 | 103.78 |
| 17/ 1 | 634 | 07/01/16 | API | 008110 | PAY #1-SC170 TURN LANES JUL201 | 881821 | 202,955.00 |
| 17/ 2 | 539 | 08/31/16 | API | 008110 | PAY #2-CONSTR SC170 TURN LANES | 882425 | 166,419.94 |
| 17/ 6 | 194 | 12/01/16 | API | 008110 | PAY #3-FINAL SC170 TURN LANES | 887348 | 49,170.20 |
| TOTAL EXPENDED FOR ZINN TURN LANES | | | | | | | \$ 440,649.84 |

| YEAR | JOURNAL | EFF DATE | AMOUNT | CHECK NO | WARRANT | VDR NAME/ITEM DESC | COMMENTS |
|------|---------|------------|---------------|----------|----------|-------------------------|--------------------------------|
| 2014 | 476 | 11/1/2014 | \$ 154,000.00 | 845573 | 11212014 | MURPHY LAW OFFICES, LLC | SC 170 RIGHT OF WAY TRACT 8C |
| 2014 | 834 | 08/31/2013 | \$ 98.28 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68B SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 259.12 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 366.42 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 65A-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 258.02 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68A-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 257.54 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68B-SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 255.12 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68C SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 412.47 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 65-SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 270.64 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68D-SC170 WIDENING |
| 2013 | 1,218 | 05/31/2013 | \$ 828.88 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,074.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 672.96 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,094.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A,LLC/SYNOVUS BAN |
| 2013 | 1,218 | 05/31/2013 | \$ 1,315.46 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 995.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,221.50 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A,LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,085.58 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B,LLC/NBSC/SYNOVO |
| 2013 | 1,003 | 03/31/2013 | \$ 1,651.16 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/SYNOVOUS M |
| 2013 | 1,003 | 03/31/2013 | \$ 714.80 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS M |
| 2013 | 1,003 | 03/31/2013 | \$ 786.32 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS B |
| 2013 | 959 | 02/28/2013 | \$ 1,586.70 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68 PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,451.55 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 65A PARCEL 8A |
| 2013 | 959 | 02/28/2013 | \$ 1,725.69 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68C PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,978.32 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 69 PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,571.10 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68A PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,161.62 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A, LLC PARCEL 67 |
| 2013 | 924 | 01/31/2013 | \$ 1,304.92 | 811014 | 02082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68D PARCEL 8 B |
| 2013 | 924 | 01/31/2013 | \$ 1,529.97 | 811014 | 02082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 65 PARCEL 8A |
| 2013 | 734 | 09/28/2012 | \$ 433.76 | 807746 | 10112012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68B PARCEL 8B |
| 2013 | 528 | 08/31/2012 | \$ 393.26 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/TRACT 68 |
| 2013 | 528 | 08/31/2012 | \$ 366.26 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC TRACT 69 |
| 2013 | 528 | 08/31/2012 | \$ 406.76 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC TRACT 68D |
| 2013 | 528 | 08/31/2012 | \$ 244.77 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/TRACT 65 P |
| 2013 | 528 | 08/31/2012 | \$ 474.27 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/TRACT 65A |
| 2013 | 425 | 08/31/2012 | \$ 379.76 | 806642 | 09062012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS M |
| 2012 | 825 | 06/30/2012 | \$ 6,000.00 | 804803 | 07062012 | STUCKEY LAW OFFICE, LLC | TRACTS 65/65A/68/68A/68B/68C/6 |
| 2012 | 695 | 05/25/2012 | \$ 310.50 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/LLC TRACT 65 |
| 2012 | 695 | 05/25/2012 | \$ 708.65 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 68 |
| 2012 | 695 | 05/25/2012 | \$ 708.45 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 69 |
| 2012 | 695 | 05/25/2012 | \$ 708.45 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 68A |
| 2012 | 162 | 04/01/2012 | \$ 870.45 | 802541 | 04202012 | STUCKEY LAW OFFICE, LLC | BC V NBSC PARCEL 8B TRACT 68C |
| 2012 | 162 | 04/01/2012 | \$ 767.06 | 802541 | 04202012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A TRACT 65A-NBSC |
| 2012 | 494 | 03/01/2012 | \$ 1,263.00 | 801679 | 03232012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68B STP-03 |
| 2012 | 494 | 03/01/2012 | \$ 762.45 | 801679 | 03232012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68D STP-03 |
| 2012 | 71 | 02/01/2012 | \$ 1,872.45 | 800293 | 02102012 | STUCKEY LAW OFFICE, LLC | BC V NBSC/SYNOVOUS TRACT 65 |
| 2012 | 264 | 11/22/2011 | \$ 1,094.79 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 65A-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,066.95 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 69-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,053.45 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68D-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,093.95 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68C-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,054.29 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68A-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,074.10 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,026.65 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 65-STP03-LEGAL SVS |
| 2012 | 323 | 09/12/2011 | \$ 197,580.00 | 706700 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 69-SC170-STP03- PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 64,170.00 | 706701 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68D-SC170-STP03-PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 59,840.00 | 706702 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68C-SC170-STP03-PARCEL 6 |
| 2012 | 323 | 09/12/2011 | \$ 68,280.00 | 706703 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68B-SC170-STP03-PARCEL 6 |
| 2012 | 323 | 09/12/2011 | \$ 69,700.00 | 706704 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68A-SC170-STP03-PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 81,800.00 | 706705 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68-SC170-STP03-PARCEL 8B |
| 2012 | 323 | 09/12/2011 | \$ 61,250.00 | 706706 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 65A-SC170-STP03-PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 99,470.00 | 706707 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 65-SC170-STP03-PARCEL 8A |
| | | | \$ 906,152.76 | | | | |

BUCKWALTER CROSSROADS
 INFRASTRUCTURE COSTS
 BLUFFTON, SOUTH CAROLINA
 THOMAS & HUTTON ENGINEERING CO.
 ENGINEERS OPINION OF PROBABLE
 CONSTRUCTION COST

JOB NO.: J-20868
 DATE: 11/15/2015
 BY: KMS

REVISED QUANTITIES PER ICE PLANS

| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total |
|---|--|----------|-------|-------------|----------------------|----------|-------|-------------|--------------|
| SC 170 Access 3 - Right in/Right out | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 |
| 3 | Remove & Replace Unsuitable with Select Fill | 750 | CY | \$ 22.00 | \$ 16,500.00 | 715 | CY | \$ 22.00 | \$ 15,730.00 |
| 4 | Grading | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | 3,300 | SY | \$ 4.00 | \$ 13,200.00 |
| 5 | 4" HMA Surface Course - Type B | 258 | TON | \$ 80.00 | \$ 20,608.00 | 228 | TON | \$ 80.00 | \$ 18,256.00 |
| 6 | 6" Asphaltic Aggregate Base Course | 460 | TON | \$ 70.00 | \$ 32,232.20 | 408 | TON | \$ 70.00 | \$ 28,553.53 |
| 7 | Tack Coat | 1,030 | GL | \$ 2.50 | \$ 2,576.00 | 913 | GL | \$ 2.50 | \$ 2,282.00 |
| 8 | 24" Curb and Gutter | 437 | LF | \$ 16.00 | \$ 6,992.00 | 0 | LF | \$ 16.00 | \$ - |
| 9 | 4" Concrete Median | 120 | SY | \$ 65.00 | \$ 7,800.00 | 197 | SY | \$ 65.00 | \$ 12,805.00 |
| 10 | 18" Storm Pipe | 152 | LF | \$ 36.00 | \$ 5,472.00 | 110 | LF | \$ 36.00 | \$ 3,960.00 |
| 11 | 18" FES | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | EA | \$ 1,000.00 | \$ 2,000.00 |
| 12 | Storm Manhole | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | 1 | EA | \$ 2,500.00 | \$ 2,500.00 |
| 13 | 4" Sub-Grade Drain | 25 | LF | \$ 15.00 | \$ 375.00 | 25 | LF | \$ 15.00 | \$ 375.00 |
| 14 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - |
| 15 | Striping | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 16 | Signage | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |
| 17 | Erosion Control | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 18 | 4" Conduit | 70 | LF | \$ 8.00 | \$ 560.00 | 70 | LF | \$ 8.00 | \$ 560.00 |
| 19 | 6" Conduit | 280 | LF | \$ 9.00 | \$ 2,520.00 | 280 | LF | \$ 9.00 | \$ 2,520.00 |
| Construction Budget - SC 170 Access 3 Right-in/Right-out | | | | | \$ 128,635.20 | | | | |
| SC 170 Access 4 - Full Access | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 |
| 3 | Remove & Replace Unsuitable with Select Fill | 855 | CY | \$ 22.00 | \$ 18,810.00 | 820 | CY | \$ 22.00 | \$ 18,040.00 |
| 4 | Grading | 6,000 | SY | \$ 4.00 | \$ 24,000.00 | 5,854 | SY | \$ 4.00 | \$ 23,416.00 |
| 5 | 4" HMA Surface Course - Type B | 260 | TON | \$ 80.00 | \$ 20,800.00 | 231 | TON | \$ 80.00 | \$ 18,464.00 |
| 6 | 6" Asphaltic Aggregate Base Course | 470 | TON | \$ 70.00 | \$ 32,900.00 | 413 | TON | \$ 70.00 | \$ 28,878.85 |
| 7 | Tack Coat | 1,040 | GL | \$ 2.50 | \$ 2,600.00 | 923 | GL | \$ 2.50 | \$ 2,308.00 |
| 8 | 24" Curb and Gutter | 385 | LF | \$ 16.00 | \$ 6,160.00 | 0 | LF | \$ 16.00 | \$ - |

BUCKWALTER CROSSROADS
 INFRASTRUCTURE COSTS
 BLUFFTON, SOUTH CAROLINA
 THOMAS & HUTTON ENGINEERING CO.
 ENGINEERS OPINION OF PROBABLE
 CONSTRUCTION COST

JOB NO.: J-20868
 DATE: 11/15/2015
 BY: KMS

REVISED QUANTITIES PER ICE PLANS

| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total | |
|--|--|----------|-------|-------------|----------------------|----------|-------|-------------|--------------|--|
| 9 | 4" Concrete Median | 135 | SY | \$ 65.00 | \$ 8,775.00 | 115 | SY | \$ 65.00 | \$ 7,475.00 | |
| 10 | 18" Storm Pipe | 192 | LF | \$ 36.00 | \$ 6,912.00 | 192 | LF | \$ 36.00 | \$ 6,912.00 | |
| 11 | 18" FES | 2 | EA | \$ 800.00 | \$ 1,600.00 | 2 | EA | \$ 800.00 | \$ 1,600.00 | |
| 12 | Storm Manhole | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | |
| 13 | 4" Sub-Grade Drain | 63 | LF | \$ 15.00 | \$ 945.00 | 63 | LF | \$ 15.00 | \$ 945.00 | |
| 14 | 24" Storm Pipe | 6 | LF | \$ 40.00 | \$ 240.00 | 6 | LF | \$ 40.00 | \$ 240.00 | |
| 15 | 24" FES | 1 | EA | \$ 950.00 | \$ 950.00 | 1 | EA | \$ 950.00 | \$ 950.00 | |
| 16 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - | |
| 17 | Striping | 1 | LS | \$ 3,500.00 | \$ 3,500.00 | 1 | LS | \$ 3,500.00 | \$ 3,500.00 | |
| 18 | Signage | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | |
| 19 | Erosion Control | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | |
| 20 | 4" Conduit | 89 | LF | \$ 8.00 | \$ 712.00 | 89 | LF | \$ 8.00 | \$ 712.00 | |
| 21 | 6" Conduit | 356 | LF | \$ 9.00 | \$ 3,204.00 | 356 | LF | \$ 9.00 | \$ 3,204.00 | |
| Construction Budget - SC 170 Access 4 Full Access | | | | | \$ 149,108.00 | | | | | |
| SC 170 Access 5 - Right In/Right out | | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | |
| 3 | Remove & Replace Unsuitable with Select Fill | 750 | CY | \$ 22.00 | \$ 16,500.00 | 750 | CY | \$ 22.00 | \$ 16,500.00 | |
| 4 | Grading | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | |
| 5 | 4" HMA Surface Course - Type B | 200 | TON | \$ 80.00 | \$ 16,000.00 | 171 | TON | \$ 80.00 | \$ 13,664.00 | |
| 6 | 6" Asphaltic Aggregate Base Course | 358 | TON | \$ 70.00 | \$ 25,025.00 | 305 | TON | \$ 70.00 | \$ 21,371.35 | |
| 7 | Tack Coat | 800 | GL | \$ 2.50 | \$ 2,000.00 | 683 | GL | \$ 2.50 | \$ 1,708.00 | |
| 8 | 24" Curb and Gutter | 440 | LF | \$ 16.00 | \$ 7,040.00 | 0 | LF | \$ 16.00 | \$ - | |
| 9 | 4" Concrete Median | 150 | SY | \$ 65.00 | \$ 9,750.00 | 150 | SY | \$ 65.00 | \$ 9,750.00 | |
| 10 | 18" Storm Pipe | 160 | LF | \$ 36.00 | \$ 5,760.00 | 160 | LF | \$ 36.00 | \$ 5,760.00 | |
| 11 | 18" FES | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | |
| 12 | Storm Manhole | 0 | EA | \$ 2,500.00 | \$ - | 0 | EA | \$ 2,500.00 | \$ - | |
| 13 | 4" Sub-Grade Drain | 25 | LF | \$ 15.00 | \$ 375.00 | 25 | LF | \$ 15.00 | \$ 375.00 | |
| 14 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - | |
| 15 | Striping | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | |
| 16 | Signage | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | |
| 17 | Erosion Control | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | |

BUCKWALTER CROSSROADS
 INFRASTRUCTURE COSTS
 BLUFFTON, SOUTH CAROLINA
 THOMAS & HUTTON ENGINEERING CO.
 ENGINEERS OPINION OF PROBABLE
 CONSTRUCTION COST

JOB NO.: J-20868
 DATE: 11/15/2015
 BY: KMS

REVISED QUANTITIES PER ICE PLANS

| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total |
|--|--------------------------------------|----------|-------|--|---------------|----------|-------|------------|---------------|
| 18 | 4" Conduit | 70 | LF | \$ 8.00 | \$ 560.00 | 70 | LF | \$ 8.00 | \$ 560.00 |
| 19 | 6" Conduit | 280 | LF | \$ 9.00 | \$ 2,520.00 | 280 | LF | \$ 9.00 | \$ 2,520.00 |
| Construction Budget - SC 170 Access 5 Right in/ Right out | | | | \$ | \$ 116,030.00 | | | \$ | \$ 102,708.35 |
| Project Summary | | | | | | | | | |
| 1 | SC 170 Access 3 - Right in/Right out | | | \$ | \$ 128,635.20 | | | \$ | \$ 117,241.53 |
| 2 | SC 170 Access 4 - Full Access | | | \$ | \$ 149,108.00 | | | \$ | \$ 133,644.85 |
| 3 | SC 170 Access 5 - Right in/Right out | | | \$ | \$ 116,030.00 | | | \$ | \$ 102,708.35 |
| | | | | Project Total | \$ 393,773.20 | | | | |
| | | | | Total Estimated Cost Reduction Due to Value Engineering | \$ 40,178.48 | | | | |

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of the Engineer's experience and qualifications. These opinions represent the Engineer's best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him/her.

SC 170
EINW Settlement

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) SETTLEMENT AGREEMENT

February This Settlement Agreement ("Settlement Agreement") is entered into the 13 day of ~~January~~, 2013, by and between County of Beaufort (the "Plaintiff") and Parcel 8A, LLC, Parcel 8B, LLC and Synovus Bank f/k/a NBSC (together the "Defendants").

WHEREAS, Condemnation Actions styled as follows were filed:

1. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04315, SC Route 170, Tract 65;
2. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04320, SC Route 170, Tract 65A;
3. County of Beaufort v. Parcel 8A, LLC and Synovus Bank Mortgagee, Case #2012-CP-07-1282, SC Route 170, Tract 67;
4. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04311, SC Route 170, Tract 68;
5. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04319, SC Route 170, Tract 68A,
6. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04318, SC Route 170 Tract 68B;
7. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04316, SC Route 170 Tract 68C;
8. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04309, SC Route 170, Tract 68D; and
9. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04321, SC Route 170, Tract 69.

WHEREAS, the parties are desirous of settling their differences by way of the Settlement Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein below and other good and valuable consideration the receipt of which is hereby acknowledged it is agreed between the parties as follows:

1. DESIGN CHANGES. The Plaintiff has agreed with Parcel 8A, LLC and Parcel 8B, LLC to certain design changes in the construction of additional lanes for access points, median cuts, and acceleration/deceleration lanes, for South Carolina Highway 170 in Beaufort County, South Carolina. Such changes are shown on the attached **Exhibit I** labeled SCDOT Encroachment Permits 108200 (Access 3), 108238 (Access 4) and 5-07-11-0077-95371 (Access 5). The changes shown on the Encroachment Permits include, the construction of conduits as detailed on the attached **Exhibit I-A**, construction of access points off of South Carolina Highway 170 as shown on

Exhibit I-B and shall also take into account the fact that the Encroachment Permits must be modified to reflect a four (4) lane rather than a two (2) lane highway including necessary median cuts with turn lanes on Access 4 (all of the above to be known as "Design Changes"). Plaintiff shall amend their construction plans to reflect the Design Changes and shall construct the Roadway in accordance with the Design Changes. Said construction of the Design Changes shall take place at the same time the County constructs all other South Carolina 170 Highway improvements;

2. **LAWTON STATION IMPROVEMENT.** Plaintiff further agrees to reconstruct any and all improvements located at the entrance at Lawton Station (Tract 67) that it may damage in the construction and the widening of South Carolina Highway 170. This includes monuments, signage, landscaping, etc.;
3. **CONVEYANCE.** Parcel 8A, LLC and Parcel 8B, LLC shall convey by deed or otherwise to Beaufort County the following properties (together defined as the "property"):
 - a. Tract 65:TMS #R610-028-000-0920
 - b. Tract 65A:TMS #R610-028-000-03921
 - c. Tract 67:TMS #R610-028-000-0023
 - d. Tract 68:TMS #R610-028-000-0918
 - e. Tract 68A:TMS #R610-028-00-3923
 - f. Tract 68B:TMS #R610-028-000-3924
 - g. Tract 68C:TMS #R610-028-000-0920
 - h. Tract 68D:TMS #R610-028-000-3926
 - i. Tract 69:TMS #R610-028-000-1106

Said Property in the aggregate total approximately 2.040 acres, said Property shall be transferred and conveyed free and clear any and all mortgage liens;


4. **PAYMENT.** Plaintiff shall pay to Parcel 8A, LLC and Parcel 8B, LLC the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00). Defendants shall pay Four Hundred Twenty-Eight Thousand Eight Hundred Forty and No Dollars (\$428,840.00) to Beaufort County to pay for the construction items set forth in Paragraph 1 and the related exhibits;
5. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, represented successors and assigns;
6. **SEVERABILITY.** Each provision of this Settlement Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever such ruling shall not affect the enforceability of the remainder of this Agreement; and

7. COUNTERPARTS. This Settlement Agreement may be executed in any number of Counterparts each of which when so executed and delivered shall be an original but all of which shall constitute one in the same instrument.
8. RELEASE. That for and in the consideration of the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00), plus any accrued interest to the undersigned in hand paid by the County, receipt of which is hereby acknowledged, the Landowners, for themselves, their heirs, administrators, executors, and assigns, do hereby acknowledge the aforesaid sum as payment in full for the just compensation to them as a result of the aforesaid condemnation and acquisition by the County, and do hereby release, acquit and forever discharge the State of South Carolina, its agencies, departments, institutions, boards and commissions, and officials, agents or employees thereof or successors thereto, and particularly Beaufort County from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of whatsoever kind of nature, arisen, arising, or to arise from or because of necessary for the construction of the SC 170 Road Project in Beaufort County, South Carolina as described in the Condemnation Notices and Tenders of Payment. Notwithstanding the above, Landowners specifically do not release the County from the following matters: (i) any and all matters relating to Tract 70, and; (ii) matters relating to the construction obligations of the County as set forth herein related to, without limitation, median cuts, accel-decel lanes, etc. on the tracts which are the subject of this release.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed as of the effective the 13th day of ~~January~~, 2013.
February

WITNESSES:




Monica Shwiz

PARCEL 8A, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

By: 

Thomas R. Zinn, Manager



Monica Shwiz

PARCEL 8B, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

By: 

Thomas R. Zinn, Manager



Gary E. Kubie

BEAUFORT COUNTY



By: Gary E. Kubie
Its: County Administrator

EXHIBIT "I"

BEAUFORT COUNTY

PLAN AND PROFILE OF PROPOSED STATE HIGHWAY WIDENING OF SC 170 FROM SC 46 TO TIDEWATCH DR. BEAUFORT & JASPER COUNTIES

FILE NO. 07-00000A

BEAUFORT COUNTY

JASPER COUNTY

APPROVED FOR RIGHT OF WAY ACQUISITION

CONTRACT NO. 07-00000A

DATE: 07/15/00

INDEX OF SHEETS

| NO. | DESCRIPTION | SYT. |
|-----|-----------------------|------|
| 1 | TITLE SHEET | 1 |
| 2 | GENERAL NOTES | 2 |
| 3 | PROPOSED IMPROVEMENTS | 3 |
| 4 | PROPOSED EARTHWORK | 4 |
| 5 | PROPOSED UTILITIES | 5 |
| 6 | PROPOSED DRAINAGE | 6 |
| 7 | PROPOSED FENCE | 7 |
| 8 | PROPOSED SIGNAGE | 8 |
| 9 | PROPOSED LIGHTING | 9 |
| 10 | PROPOSED LANDSCAPE | 10 |
| 11 | PROPOSED TRAILER | 11 |
| 12 | PROPOSED CONSTRUCTION | 12 |
| 13 | PROPOSED MAINTENANCE | 13 |
| 14 | PROPOSED UTILITIES | 14 |
| 15 | PROPOSED DRAINAGE | 15 |
| 16 | PROPOSED FENCE | 16 |
| 17 | PROPOSED SIGNAGE | 17 |
| 18 | PROPOSED LIGHTING | 18 |
| 19 | PROPOSED LANDSCAPE | 19 |
| 20 | PROPOSED TRAILER | 20 |
| 21 | PROPOSED CONSTRUCTION | 21 |
| 22 | PROPOSED MAINTENANCE | 22 |
| 23 | PROPOSED UTILITIES | 23 |
| 24 | PROPOSED DRAINAGE | 24 |
| 25 | PROPOSED FENCE | 25 |
| 26 | PROPOSED SIGNAGE | 26 |
| 27 | PROPOSED LIGHTING | 27 |
| 28 | PROPOSED LANDSCAPE | 28 |
| 29 | PROPOSED TRAILER | 29 |
| 30 | PROPOSED CONSTRUCTION | 30 |
| 31 | PROPOSED MAINTENANCE | 31 |
| 32 | PROPOSED UTILITIES | 32 |
| 33 | PROPOSED DRAINAGE | 33 |
| 34 | PROPOSED FENCE | 34 |
| 35 | PROPOSED SIGNAGE | 35 |
| 36 | PROPOSED LIGHTING | 36 |
| 37 | PROPOSED LANDSCAPE | 37 |
| 38 | PROPOSED TRAILER | 38 |
| 39 | PROPOSED CONSTRUCTION | 39 |
| 40 | PROPOSED MAINTENANCE | 40 |
| 41 | PROPOSED UTILITIES | 41 |
| 42 | PROPOSED DRAINAGE | 42 |
| 43 | PROPOSED FENCE | 43 |
| 44 | PROPOSED SIGNAGE | 44 |
| 45 | PROPOSED LIGHTING | 45 |
| 46 | PROPOSED LANDSCAPE | 46 |
| 47 | PROPOSED TRAILER | 47 |
| 48 | PROPOSED CONSTRUCTION | 48 |
| 49 | PROPOSED MAINTENANCE | 49 |
| 50 | PROPOSED UTILITIES | 50 |
| 51 | PROPOSED DRAINAGE | 51 |
| 52 | PROPOSED FENCE | 52 |
| 53 | PROPOSED SIGNAGE | 53 |
| 54 | PROPOSED LIGHTING | 54 |
| 55 | PROPOSED LANDSCAPE | 55 |
| 56 | PROPOSED TRAILER | 56 |
| 57 | PROPOSED CONSTRUCTION | 57 |
| 58 | PROPOSED MAINTENANCE | 58 |
| 59 | PROPOSED UTILITIES | 59 |
| 60 | PROPOSED DRAINAGE | 60 |
| 61 | PROPOSED FENCE | 61 |
| 62 | PROPOSED SIGNAGE | 62 |
| 63 | PROPOSED LIGHTING | 63 |
| 64 | PROPOSED LANDSCAPE | 64 |
| 65 | PROPOSED TRAILER | 65 |
| 66 | PROPOSED CONSTRUCTION | 66 |
| 67 | PROPOSED MAINTENANCE | 67 |
| 68 | PROPOSED UTILITIES | 68 |
| 69 | PROPOSED DRAINAGE | 69 |
| 70 | PROPOSED FENCE | 70 |
| 71 | PROPOSED SIGNAGE | 71 |
| 72 | PROPOSED LIGHTING | 72 |
| 73 | PROPOSED LANDSCAPE | 73 |
| 74 | PROPOSED TRAILER | 74 |
| 75 | PROPOSED CONSTRUCTION | 75 |
| 76 | PROPOSED MAINTENANCE | 76 |
| 77 | PROPOSED UTILITIES | 77 |
| 78 | PROPOSED DRAINAGE | 78 |
| 79 | PROPOSED FENCE | 79 |
| 80 | PROPOSED SIGNAGE | 80 |
| 81 | PROPOSED LIGHTING | 81 |
| 82 | PROPOSED LANDSCAPE | 82 |
| 83 | PROPOSED TRAILER | 83 |
| 84 | PROPOSED CONSTRUCTION | 84 |
| 85 | PROPOSED MAINTENANCE | 85 |
| 86 | PROPOSED UTILITIES | 86 |
| 87 | PROPOSED DRAINAGE | 87 |
| 88 | PROPOSED FENCE | 88 |
| 89 | PROPOSED SIGNAGE | 89 |
| 90 | PROPOSED LIGHTING | 90 |
| 91 | PROPOSED LANDSCAPE | 91 |
| 92 | PROPOSED TRAILER | 92 |
| 93 | PROPOSED CONSTRUCTION | 93 |
| 94 | PROPOSED MAINTENANCE | 94 |
| 95 | PROPOSED UTILITIES | 95 |
| 96 | PROPOSED DRAINAGE | 96 |
| 97 | PROPOSED FENCE | 97 |
| 98 | PROPOSED SIGNAGE | 98 |
| 99 | PROPOSED LIGHTING | 99 |
| 100 | PROPOSED LANDSCAPE | 100 |

LOCATION MAP

PROPOSED IMPROVEMENTS

PROPOSED EARTHWORK

PROPOSED UTILITIES

PROPOSED DRAINAGE

PROPOSED FENCE

PROPOSED SIGNAGE

PROPOSED LIGHTING

PROPOSED LANDSCAPE

PROPOSED TRAILER

PROPOSED CONSTRUCTION

PROPOSED MAINTENANCE

APPROVED FOR RIGHT OF WAY ACQUISITION

CONTRACT NO. 07-00000A

DATE: 07/15/00

LOCATION MAP

PROPOSED IMPROVEMENTS

PROPOSED EARTHWORK

PROPOSED UTILITIES

PROPOSED DRAINAGE

PROPOSED FENCE

PROPOSED SIGNAGE

PROPOSED LIGHTING

PROPOSED LANDSCAPE

PROPOSED TRAILER

PROPOSED CONSTRUCTION

PROPOSED MAINTENANCE

PROPOSED IMPROVEMENTS

PROPOSED EARTHWORK

PROPOSED UTILITIES

PROPOSED DRAINAGE

PROPOSED FENCE

PROPOSED SIGNAGE

PROPOSED LIGHTING

PROPOSED LANDSCAPE

PROPOSED TRAILER

PROPOSED CONSTRUCTION

PROPOSED MAINTENANCE

APPROVED FOR RIGHT OF WAY ACQUISITION

CONTRACT NO. 07-00000A

DATE: 07/15/00

Application for Encroachment Permit

5-7-11-0195

S.C. Department of Transportation
Form 837 (Rev 4/2008)

Permit Number: 168296

| | | | |
|--------------|---------------------------|--------------|----------------|
| Applicant: | PARCEL 8, LLC | County: | BEAUFORT |
| Street: | P.O. BOX 1726 | Road / Route | 1. SC 170 |
| City: | BLUFFTON | | 2. _____ |
| State & Zip: | SOUTH CAROLINA 29910 | | 3. _____ |
| Phone: | (843) 705-9400 Fax: _____ | | 4. _____ |
| Contact: | | | 5. _____ |
| | | Road Name | OKATIE HIGHWAY |

1. Type of Encroachment: COMMERCIAL RIGHT-IN/RIGHT-OUT DRIVEWAY (ACCESS 3)

2. Description of Location:

ACCESS IS LOCATED APPROXIMATELY 2,223 FEET SOUTH OF THE SC170 AND BLUFFTON PARKWAY INTERSECTION. THE CHANNELIZATION ISLAND HAS BEEN SET BACK FROM THE PROPOSED TRAVEL LANE OF THE SC170 WIDENING PROJECT CURRENTLY IN DESIGN. SEE PLANS FOR MORE DETAILS.

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest bypassing road on the State system.)

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. This applicant hereby further agrees, and binds his/hers/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: TOM ZINN (Please print or type) Date: 9-20-11

Applicant's Sig: [Signature] Title: MANAGER

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: April 30, 2013

See Attached Special Provisions and/or Permit Requirements NPDES Permit Number: _____

Date received by Res. Maint. Engr. W M Mully (SCDOT Approval) 11-1-11 (Date)

Resident Maintenance Engineer Deputy Secretary for Engineering

District Engineering Administrator District Maint./Constr. Engineer

REQUEST FOR EXTENSION OF TIME TO COMPLETE WORK PERMITTED
TIME EXTENDED TO April 10, 2013

5-07-11-196

Application for Encroachment Permit

S.C. Department of Transportation
Form 637 (Rev 4/2008)

Permit Number: 108238

| | | | |
|--------------|-----------------------------|--------------|-----------------------|
| Applicant: | <u>PARCEL 8, LLC</u> | County: | <u>BEAUFORT</u> |
| Street: | <u>P.O. BOX 1726</u> | Road / Route | <u>1. SC 170</u> |
| City: | <u>BLUFFTON</u> | Road Name | <u>OKATIE HIGHWAY</u> |
| State & Zip: | <u>SOUTH CAROLINA 29910</u> | | |
| Phone: | <u>(843) 705-9400</u> | Fax: | |
| Contact: | | | |

1. Type of Encroachment: Full Access COMMERCIAL RIGHT-IN/RIGHT-OUT DRIVEWAY (ACCESS 4)

2. Description of Location: ACCESS IS LOCATED APPROXIMATELY 1,600 FEET SOUTH OF THE SC170 AND BLUFFTON PARKWAY INTERSECTION. THE CHANNELIZATION ISLAND HAS BEEN SET BACK FROM THE PROPOSED TRAVEL LANE OF THE SC170 WORKING PROJECT CURRENTLY IN DESIGN. SEE PLANS FOR MORE DETAILS.

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to accept with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of Way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permit Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SC Department of Health and Environmental Control.

The applicant agrees to comply with all current SCDOT Standards Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: TOM ZINN (Please print or type) Date: 9-20-11

Applicant's Sig: [Signature] Title: MANAGER

In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: April 30, 2012

See Attached Special Provisions and/or Permit Requirements

(Data received by Res. Maint. Engr.) [Signature] (SCDOT Approval) [Signature] NPDES Permit Number: 11-1-11 (Date)

Resident Maintenance Engineer Deputy Secretary for Engineering

District Engineering Administrator District Maint./Const. Engineer

REQUEST FOR EXTENSION OF TIME TO COMPLETE WORK PERMITTED
THIS EXTENDED TO April 10, 2013

Application for Encroachment Permit

Permit Number: 507-11-0078
95371

| | | | |
|--------------|------------------------------|--------------|------------------|
| Applicant: | <u>Parcel 8, LLC</u> | County: | <u>Beaufort</u> |
| Street: | <u>PO Box 1726</u> | Road / Route | 1. <u>SC-170</u> |
| City: | <u>Bluffton</u> | | 2. _____ |
| State & Zip: | <u>South Carolina, 29910</u> | | 3. _____ |
| Phone: | <u>(843) 705-9400</u> | | 4. _____ |
| Contact: | | | 5. _____ |
| | | | |
| | | | |

1. Type of Encroachment: Access road

2. Description of Location:
Approximately 775 feet south of intersection of SC-170 and Bluffton Parkway and approximately 2,730 feet north of intersection of SC-170 and Landon Boulevard.

(Attach sketch indicating roadway features such as: government width, shoulder width, sidewalk and curb and gutter location, signal and drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

3. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of Way", "Standard Specifications for Highway Construction", the "General Provisions" and "Special Provisions", attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollution Discharge Elimination System (NPDES) permit(s) issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. The encroachment permit will not be issued until the applicant has received an NPDES construction permit from SD Department of Health and Environmental Control.

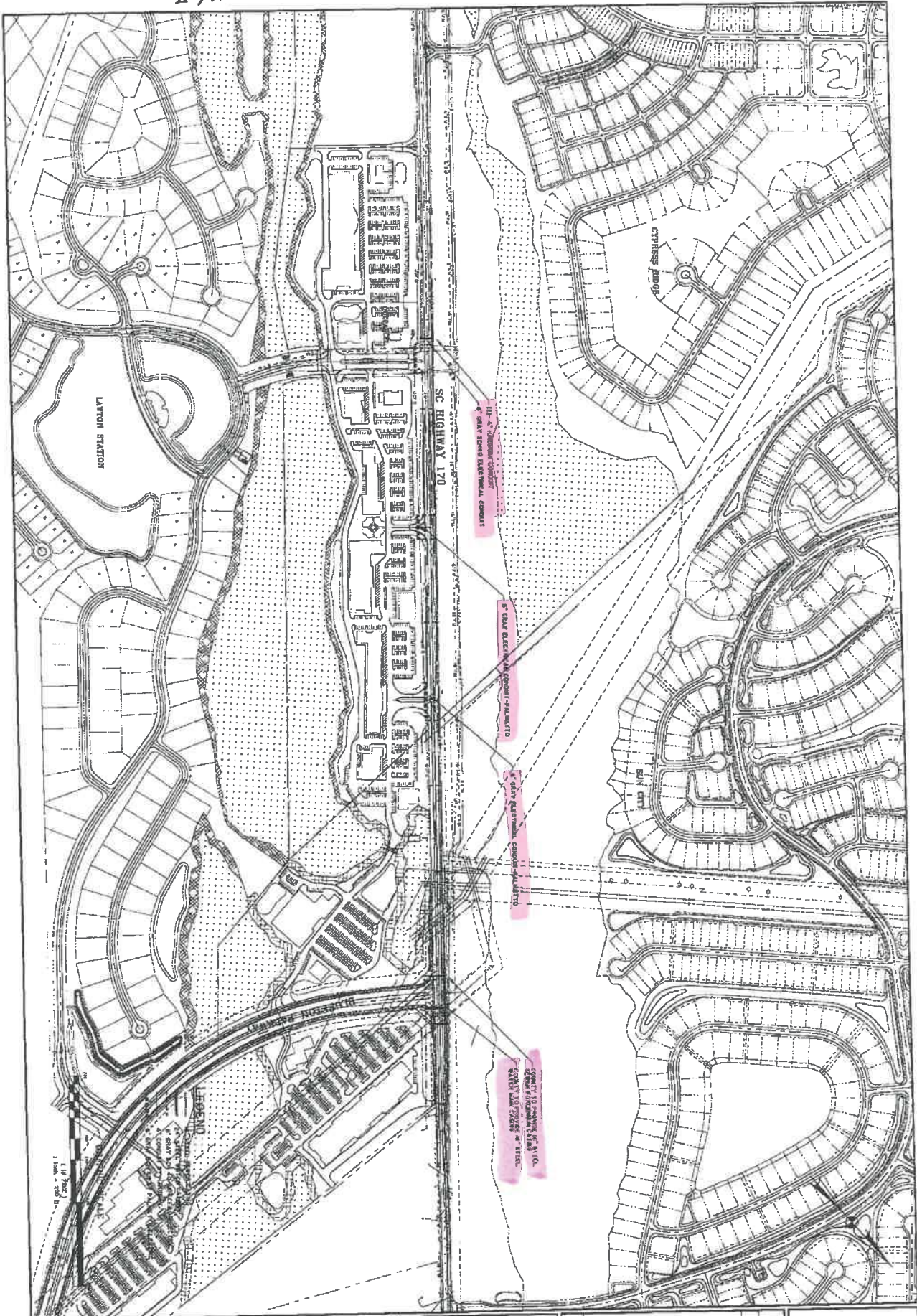
The applicant agrees to comply with all current SCDOT Standard Specifications for Highway Construction including all Supplemental Technical Specifications. The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removal of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: Tom Zinn Date: 3/15/11
(Please print name)
Applicant's Sig: [Signature] Title: TSY ZINN INVESTMENTS, LLC, MANAGER

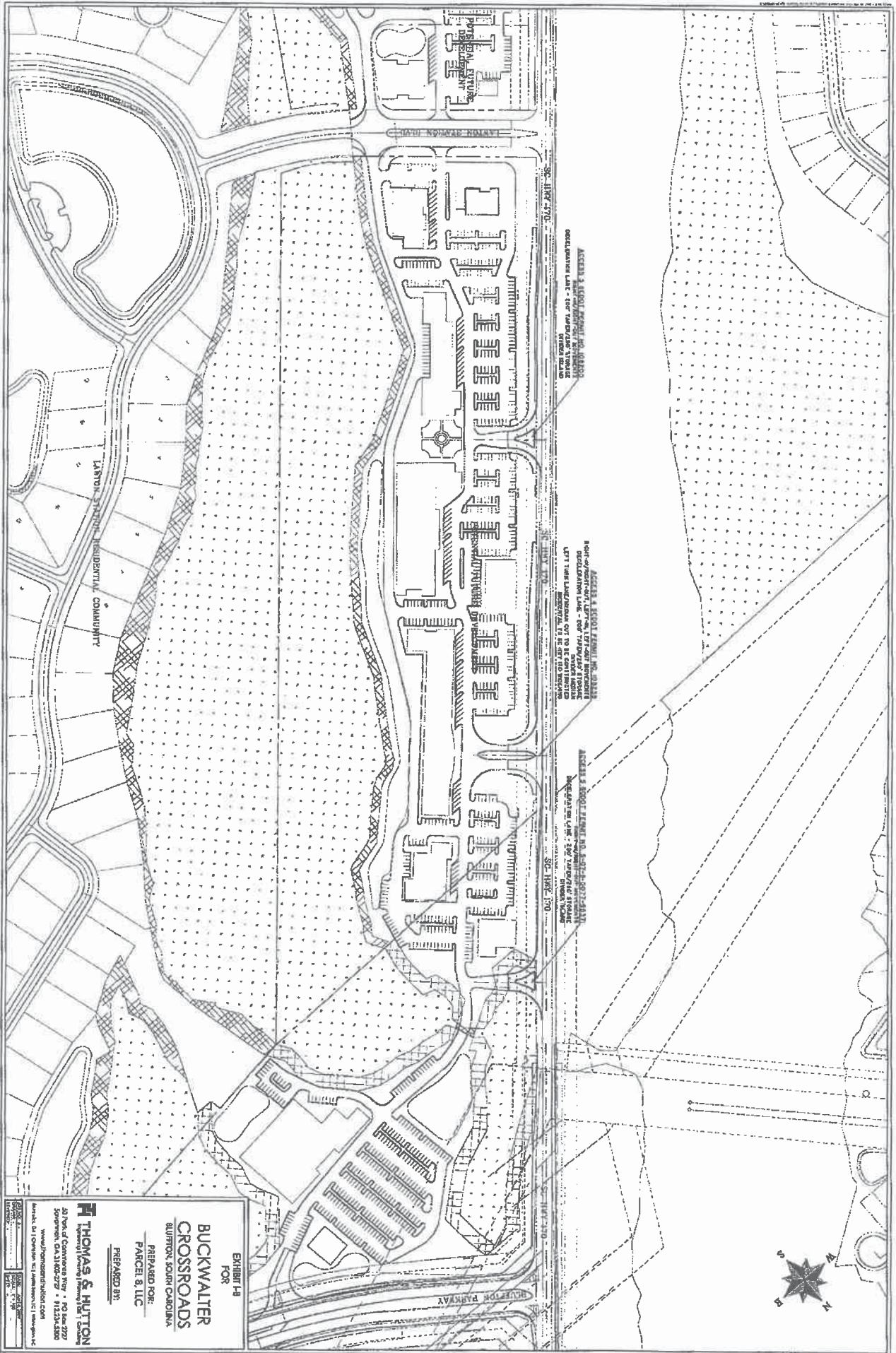
In accordance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: JUNE 1, 2012

See Attached Special Provisions and/or Permit Requirements NPDES Permit Number: _____
(Date received by Res. Maint. Engr.) WM Muller (SCDOT Approval) 6-1-11 (Date)
 Resident Maintenance Engineer Deputy Secretary for Engineering
 District Engineering Administrator District Maint./Const. Engineer

REQUEST FOR EXTENSION OF TIME
TO COMPLETE WORK PERMITTED
TIME EXTENDED TO Apr. 10, 2012



| | | | | |
|-----------|---|---|--|--|
| EX | PARCEL 8, LLC DEWITT COUNTY, SOUTH CAROLINA |  THOMAS & HUTTON ENGINEERING CO. 60 PARK OF COMMERCE WAY FORT GREENE, SC 29502 PHONE: 803-326-2000 FAX: 803-326-2000 WWW.THECOENGINEERS.COM | | |
| | BUCKWALTER CROSSROADS SITE DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS | | | |
| | | | | |



THOMAS & HUTTON
 ARCHITECTS
 20 Park of Commerce Way • PO Box 2727
 Savannah, GA 31402-2727 • 912.344.1800
 www.thomasandhutton.com
 Prepared for: **BUCKWALTER CROSSROADS**
BUCKWALTER CROSSROADS
 HUTTON, SOUTH CAROLINA
 PREPARED FOR:
PARCEL 8, LLC
 PREPARED BY:

Documents submitted by Tom Zinn

Ashley,

I hope all is well with you.

We appreciate your asking Chris to "provide an opportunity for me to make a request of Council at the 5/18/2020 Public Facilities Committee" per the email I received from Chris on 4/23/2020.

Attached, please find the materials which we have assembled that we believe Council may desire to properly evaluate our request.

In order to efficiently address any and all concerns with our request and to avoid surprises and/or the lack of correct answers to questions that may arise at the 5/18/2020 PFC meeting, prior to the meeting, we would appreciate having any additional reasons beyond those expressed in Chris's email, that you know of to not to support our request.

As always, please feel free to call, text, or email me at any time if you have questions, need additional information, etc. than that provided herein.

Best regards,



Tom

Office: 843-705-9400

Cell: 843-384-1451

Re: Proposed Amendment to 2/13/2013 Settlement Agreement and Release

Dear County Councilmembers,

Update on Status of BJWSA Casings Matters

Thank you again for your recent support to authorize the installation of BJWSA water and sewer casings across SC 170 which I am pleased to report is now underway. As you may recall, these casings were to be provided "during the widening" per our 2/13/2013 Settlement Agreement ("Settlement Agreement") (Attachment 1) rather than 5 years after the widening and were to be across SC 170 at the Bluffton Parkway intersection rather than 1,000 + feet south of the Bluffton Parkway intersection. Regardless, I continue to be extremely appreciative of your having given me the opportunity to provide you the accurate facts and data to you to properly evaluate and by unanimous vote, authorize the immediate installation of the BJWSA water and sewer casings.

Resolution of All Remaining Settlement Agreement Matters

Ashley has now provided me the opportunity to make a request of Council to resolve the remaining Settlement Agreement matters.

As has been envisioned for a very long time by most parties familiar with the obligations of the County under the Settlement Agreement (e.g., see former County Administrator John Weaver's 4/20/19 email - Attachment 2), our goal is to now equitably resolve the County's remaining defaults in the terms of the Settlement Agreement.

As you may know, we have been proposing the payment of \$40k for some time to resolve these remaining matters. Despite the additional supporting recently supplied information suggesting that the amount by any measure should be higher (see information contained herein), our request continues to be for \$40,000.

On 3/26/2020, we received an email (Attachment 3) from County Staff suggesting that no money should be paid by the County to Parcel 8 for 2 reasons:

Reason 1. The \$40k requested per the 11/16/2015 T&H professional verification (Attachment 4) was based on 2005 PDFs not the As Builts and

Reason 2. "The County spent more than the \$428,000 Parcel 8 paid the County as provided in the Settlement Agreement." Although there is a reference to concurrence by the County Attorney's Office, since Staff provided no additional rationale beyond the two reasons listed that the County Attorney's Office may have despite our request, we must assume that the County Attorney's Office's position is also based solely on the two reasons listed above.

We believe that neither of the 2 reasons provided have validity whatsoever for the following reasons:

Reason #1. Lack of comparison to As Builts

Obviously, since we only received the "As Builts" on 3/26/2020 despite 4+ years of verbal and email requests, no provision of any type of cost comparison by us using the As Builts was possible until 3/26/2020. In fact, Kevin Smith's (of T&H) 11/16/2015 email clearly provides that "we do not have CAD files of the ICE accesses, so we are estimating quantities based on dimensions of the PDF." The

withholding of the As Builts until 3/26/2020 is the reason that any type of Cost Comparison by Parcel 8 using the As Builts was impossible prior to 3/26/2020. Please note that the total quantity and cost reductions shown on the T&H 4/14/2020 Analysis for the accesses alone was \$52,753.17. In addition, an electrical conduit and a telecommunication conduit that were required to be installed per the Settlement Agreement across SC 170 have never been installed.

In summary, the use of the As Builts provides for a payment to Parcel 8 by the County of an amount very materially in excess of the \$40,178.48 derived by the PDF or the \$40,000 that we have been proposing be paid by the County to Parcel 8.

Reason #2. " The County spent more than Parcel 8 paid the County as provided in the Settlement Agreement."

The County states that it spent over \$42,000 more than Parcel 8 paid County for the accesses, BUT, the County unnecessarily spent and wasted significant moneys and totally 100% wasted \$92,700 on just 3 of the construction line items alone, by constructing the accesses "after" and not "during the widening" (Attachment 5). Specifically,

- a. \$45,500.00 was spent (i.e.100% wasted) by the County on the Mobilization for the Accesses since if the County performed per the Agreement and not defaulted by providing accesses "after" and not "during the widening," the County would not have had to re-mobilize at a cost of \$45,500.00 to install the Accesses.
- b. \$40,250.00 was spent (i.e.100% wasted) by the County on Traffic Control for the Accesses since if the County performed per the Agreement and not defaulted by providing accesses "after" and not "during the widening," the County would not have had to have any of the \$40,250.00 of Traffic Control costs (i.e. beyond what was already in place. Specifically, the northbound lane was closed when the work was to be done and no additional Traffic Control beyond what was in place for the widening would have been needed to close the northbound lane).
- c. \$6,950.00 was spent (i.e. 100% wasted) on Edge Mill - Lap to tie the Accesses into the northbound lane of SC 170 since if the County performed per the Agreement and not defaulted by providing accesses "after" and not "during the widening," the County would not have had any Edge Mill - Lap Joint expenses since the County could have provided superior seamless paving with no Edge Mill-Lap Joint expenses whatsoever.

In summary, the County's actual expenditures are \$92,700 more and over budget for just these 3 items alone compared to that which Parcel 8 paid the County since neither Parcel 8 nor the County ever envisioned that the County would have to incur these totally unnecessary expenses when the Settlement Agreement was entered into on 2/13/13. Quite simply, the wasteful expenditure of just the \$92,700 by the County caused by the installation of the Accesses "after", rather than "during", the widening, exceeds the \$42,000 plus the \$40,000 which Staff provided as the reason to deny a payment to Parcel 8. There appears to be no need to consider 1. the negative pecuniary impact on Parcel 8 of the 5+ year default by the County for not constructing the BJWSA casings in the time frame provided in the Settlement Agreement, 2. the failure by the County to construct an electrical conduit and a telecommunications conduit across SC 170 as required under the Settlement Agreement, 3. the failure by the County to install the accesses until after the widening, 4. the extreme negative ramifications to

the Buckwalter Crossroads project for having the BJWSA casings across SC 170 relocated almost 1,000 feet to the south of the desired locations specified in the Settlement Agreement, 5. the increased unit pricing in material and labor, and 6. the unilateral, without notice, cost cutting (i.e., not value engineering) of the accesses, from those provided in the Settlement Agreement, etc., etc.

It should be noted that we repeatedly warned County staff on many, many occasions for years of the anticipated and correctly predicted extremely negative consequences (i.e. including very, very materially higher costs) of installing the accesses, and casings and conduits "after" rather than "during the widening." To this day, we continue to not be sure why County Staff elected not to install the improvements for which we paid a total of \$428,840.00 "during the widening" rather than after the widening. See Attachment 6.

The only potential rationale we know is that the project was woefully over budget and the \$428,840 we paid was needed to fund other project needs to finish the widening. Attachment 7, contains three of the many articles written about some of the problems the County faced with the SC 170 widening project. The conclusions reached in the articles are further supported by the facts and data provided by the County Staff in its 3/23/2020 email. See Attachment 8.

Thank you for your consideration of the attached Amendment to 2/13/2013 Settlement Agreement and Release (Attachment 9) which is intended to finally bring the long overdue finality to our 2/12/2013 Settlement Agreement.

As always, feel free to call, text or email me at any time if you would like additional information, explanations, etc., etc., or have insights into concerns with any of the facts, data, conclusions reached, etc., herein. We would love to provide the additional information, explanations and response to any and all concerns prior to the 5/18/2020 meeting if practical.

All the best,

Tom Zinn

TABLE OF CONTENTS FOR ATTACHMENTS

ATTACHMENT 1

2/13/13 Settlement Agreement including exhibit I-A which shows the location of the missing electrical and telecommunication conduits circled in red.

ATTACHMENT 2

4/20/2019 email from John Weaver, the former County Administrator, addressing the need for "a financial accounting so as to establish how much money is being held by the County after the cost of the casing installation is paid to BJWSA." NOTE: The issue after John Weaver's intensive review of the matter was not whether any Parcel 8 money was held by the County after the BJWSA payment, but "how much."

ATTACHMENT 3

3/26/2020 email from County Staff

ATTACHMENT 4

11/16/2015 preliminary cost comparison by Thomas & Hutton

ATTACHMENT 5

4/14/2020 Cost Comparison by Thomas & Hutton identifying \$92,700 of 100% wasted money for three items alone that would exceed by \$10,700 the sum of the County's \$42,000 estimate of final actual costs in excess of Thomas & Hutton's opinion of probable cost plus the \$40,000 settlement amount proposed herein.

ATTACHMENT 6

6.1 4/1/2014 email to County Staff advising County that significant dollars and "time/energy/expense" could be saved by installing utility crossing at the same time as the widening.

6.2 8/25/2015 email to County Staff warning County about increased and unnecessary higher unit pricing, mobilization costs, small job premium, traffic controls, etc., if the installations of our improvements are delayed.

6.3 11/23/2015 email to County Staff advising County that the cost will be "much, much more expensive to the County" than if the accesses were constructed "at the same time County constructs other improvements.

6.4 11/23/2015 email to County Staff requesting that Parcel 8 not be penalized by having its \$428,000 of moneys be used to subsidize unrelated County cost overruns on the SC 170 Project.

6.5 5/15/2016 email to County Staff listing reasons that accesses and conduits should be installed immediately

ATTACHMENT 7

7.1 4/24/2015 article entitled "SC 170 Project Limpes Past Another Deadline, June Completion Expected"

7.2 11/21/2015 article entitled "The SC 170 Debacle – How the Widening Cost Nearly \$1.7 million and Came in Late"

7.3 11/24/2015 editorial: "Public Funds Wasted in Project Missteps"

ATTACHMENT 8

List of Other Considerations

ATTACHMENT 9

Resolution of Remaining Settlement Agreement Matters and Release

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) SETTLEMENT AGREEMENT

February This Settlement Agreement ("Settlement Agreement") is entered into the 13 day of ~~January~~ January, 2013, by and between County of Beaufort (the "Plaintiff") and Parcel 8A, LLC, Parcel 8B, LLC and Synovus Bank f/k/a NBSC (together the "Defendants").

WHEREAS, Condemnation Actions styled as follows were filed:

1. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04315, SC Route 170, Tract 65;
2. County of Beaufort v. Parcel 8A, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04320, SC Route 170, Tract 65A;
3. County of Beaufort v. Parcel 8A, LLC and Synovus Bank Mortgagee, Case #2012-CP-07-1282, SC Route 170, Tract 67;
4. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04311, SC Route 170, Tract 68;
5. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04319, SC Route 170, Tract 68A;
6. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04318, SC Route 170 Tract 68B;
7. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04316, SC Route 170 Tract 68C;
8. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04309, SC Route 170, Tract 68D; and
9. County of Beaufort v. Parcel 8B, LLC and NBSC and Synovus Bank, Mortgagees, Case #2011-CP-07-04321, SC Route 170, Tract 69.

WHEREAS, the parties are desirous of settling their differences by way of the Settlement Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein below and other good and valuable consideration the receipt of which is hereby acknowledged it is agreed between the parties as follows:

1. **DESIGN CHANGES.** The Plaintiff has agreed with Parcel 8A, LLC and Parcel 8B, LLC to certain design changes in the construction of additional lanes for access points, median cuts, and acceleration/deceleration lanes, for South Carolina Highway 170 in Beaufort County, South Carolina. Such changes are shown on the attached Exhibit I labeled SCDOT Encroachment Permits 108200 (Access 3), 108238 (Access 4) and 5-07-11-0077-95371 (Access 5). The changes shown on the Encroachment Permits include, the construction of conduits as detailed on the attached Exhibit I-A, construction of access points off of South Carolina Highway 170 as shown on



Exhibit I-B and shall also take into account the fact that the Encroachment Permits must be modified to reflect a four (4) lane rather than a two (2) lane highway including necessary median cuts with turn lanes on Access 4 (all of the above to be known as "Design Changes"). Plaintiff shall amend their construction plans to reflect the Design Changes and shall construct the Roadway in accordance with the Design Changes. Said construction of the Design Changes shall take place at the same time the County constructs all other South Carolina 170 Highway improvements. ← *

2. **LAWTON STATION IMPROVEMENT.** Plaintiff further agrees to reconstruct any and all improvements located at the entrance at Lawton Station (Tract 67) that it may damage in the construction and the widening of South Carolina Highway 170. This includes monuments, signage, landscaping, etc.;
3. **CONVEYANCE.** Parcel 8A, LLC and Parcel 8B, LLC shall convey by deed or otherwise to Beaufort County the following properties (together defined as the "property"):
 - a. Tract 65:TMS #R610-028-000-0920
 - b. Tract 65A:TMS #R610-028-000-03921
 - c. Tract 67:TMS #R610-028-000-0023
 - d. Tract 68:TMS #R610-028-000-0918
 - e. Tract 68A:TMS #R610-028-00-3923
 - f. Tract 68B:TMS #R610-028-000-3924
 - g. Tract 68C:TMS #R610-028-000-0920
 - h. Tract 68D:TMS #R610-028-000-3926
 - i. Tract 69:TMS #R610-028-000-1106

Said Property in the aggregate total approximately 2.040 acres, said Property shall be transferred and conveyed free and clear any and all mortgage liens;


4. **PAYMENT.** Plaintiff shall pay to Parcel 8A, LLC and Parcel 8B, LLC the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00). Defendants shall pay Four Hundred Twenty-Eight Thousand Eight Hundred Forty and No Dollars (\$428,840.00) to Beaufort County to pay for the construction items set forth in Paragraph 1 and the related exhibits;
5. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, represented successors and assigns;
6. **SEVERABILITY.** Each provision of this Settlement Agreement is intended to be severable. If any term or provision is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever such ruling shall not affect the enforceability of the remainder of this Agreement; and

7. COUNTERPARTS. This Settlement Agreement may be executed in any number of Counterparts each of which when so executed and delivered shall be an original but all of which shall constitute one in the same instrument.
8. RELEASE. That for and in the consideration of the sum of Seven Hundred Thirteen Thousand Three Hundred Twenty and No Dollars (\$713,320.00), plus any accrued interest to the undersigned in hand paid by the County, receipt of which is hereby acknowledged, the Landowners, for themselves, their heirs, administrators, executors, and assigns, do hereby acknowledge the aforesaid sum as payment in full for the just compensation to them as a result of the aforesaid condemnation and acquisition by the County, and do hereby release, acquit and forever discharge the State of South Carolina, its agencies, departments, institutions, boards and commissions, and officials, agents or employees thereof or successors thereto, and particularly Beaufort County from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of whatsoever kind of nature, arisen, arising, or to arise from or because of necessary for the construction of the SC 170 Road Project in Beaufort County, South Carolina as described in the Condemnation Notices and Tenders of Payment. Notwithstanding the above, Landowners specifically do not release the County from the following matters: (i) any and all matters relating to Tract 70, and; (ii) matters relating to the construction obligations of the County as set forth herein related to, without limitation, median cuts, accel-decel lanes, etc. on the tracts which are the subject of this release.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed as of the effective the 13th day of ~~January~~, 2013.
February

WITNESSES:




Monica Stovitz

PARCEL 8A, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

By: 

Thomas R. Zinn, Manager




Monica Stovitz

PARCEL 8B, LLC,
a South Carolina limited liability company

By: ZINN INVESTMENTS III, LLC AS
SUCCESSOR TO ZR VENTURES I, LLC, Its
Managing Member

By: 

Thomas R. Zinn, Manager



Gary F. Kubiak

BEAUFORT COUNTY

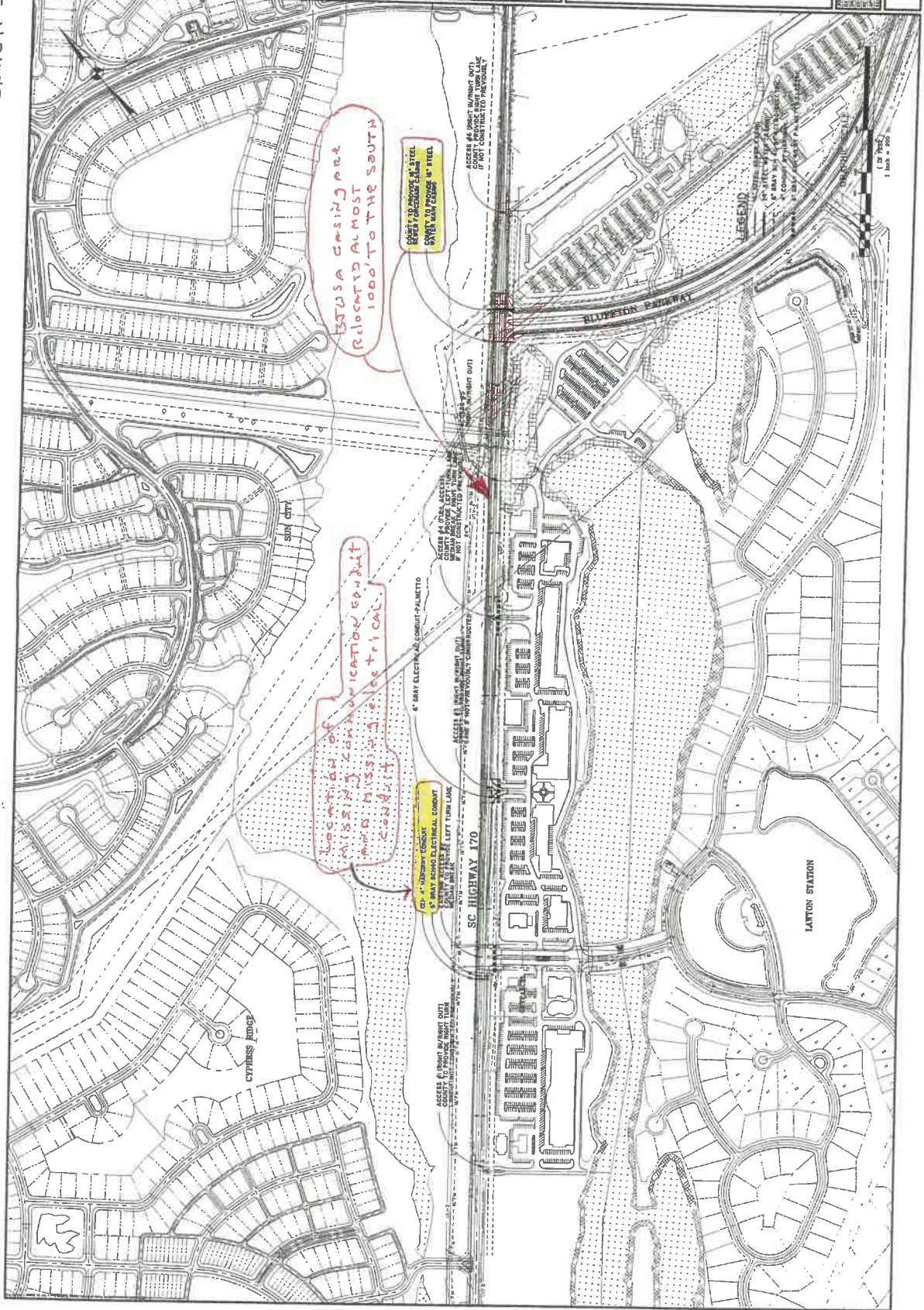


By: Gary F. Kubiak
Its: County Administrator

PARCEL 8, LLC
 BEAUFORT COUNTY, SOUTH CAROLINA
 BUCKWALTER CROSSROADS SITE DEVELOPMENT
 INFRASTRUCTURE IMPROVEMENTS

THOMAS & HUTTON ENGINEERING CO.
 90 PARK OF COMMERCE WAY
 FAYETTEVILLE, SOUTH CAROLINA 29505
 PHONE: 843.686.2272
 FAX: 843.686.2880
 WWW.THOMASANDHUTTON.COM

| NO. | REVISIONS | BY | DATE |
|-----|-----------|----|------|
| | | | |
| | | | |
| | | | |
| | | | |



BUUSA CASING ARE
 RELOCATED ALMOST
 1000' TO THE SOUTH

LOCATION OF
 MISSING COMMUNICATION CONDUIT
 AND MISSING ELECTRICAL
 CONDUIT

CONDUIT TO PROVIDE 6\"/>

CONDUIT TO PROVIDE 6\"/>

ACCESS 66' BROAD W/RIGHT OF WAY
 COUNTY TO PROVIDE RIGHT TURN
 LANE TO LEFT TURN LANE

ACCESS 66' BROAD W/RIGHT OF WAY
 COUNTY TO PROVIDE RIGHT TURN
 LANE TO LEFT TURN LANE

ACCESS 66' BROAD W/RIGHT OF WAY
 COUNTY TO PROVIDE RIGHT TURN
 LANE TO LEFT TURN LANE

1 inch = 500'

LEGEND



Hwy 170

14 messages

Weaver, John <jweaver@bcgov.net>

To: Tom Zinn <tzinn@zamsc.com>

Cc: "McFee, Robert" <rmcfee@bcgov.net>, "Keaveny, Thomas" <tkeaveny@bcgov.net>

Thu, Apr 4, 2019 at 7:54 AM

Mr. Zinn – The county has selected a new permanent Administrator and I will be leaving my assignment here in a couple of weeks. It appears that there is agreement between the county, BJWSA and you regarding the installation of the casings. The various other issues that you brought up in our meeting several months ago have not been considered or addressed, my belief being that the casings should be given priority. My file will be delivered to the county attorney, Tom Keaveny, and between Tom and Rob, I would hope that all relevant issues could be resolved. I do know that a financial accounting will be necessary so as to establish how much money is being held by the county after the cost of the casing installation is paid to BJWSA. John Weaver



Tom Zinn <tzinn@zamsc.com>

Follow up

7 messages

Inglese, Christopher <cinglese@bcgov.net>

Thu, Mar 26, 2020 at 10:31 AM

To: Tom Zinn <tzinn@zamsc.com>

Cc: "Jacobs, Ashley" <ashley.jacobs@bcgov.net>, "Fields, Brittanee" <brittanee.fields@bcgov.net>, "Taylor, Kurt" <kurt.taylor@bcgov.net>

Citizens are encouraged to call or e-mail before driving to a Beaufort County Office. Visit us online at www.beaufortcountysc.gov.

Effective March 23, all Beaufort County buildings are closed to the public until further notice to minimize opportunities to spread COVID-19 in our community.

Mr. Zinn,

Attached are the as built you requested. Also attached is a memo prepared by the Engineering division responding to your request for a \$40,000 refund. As you will see, the information demonstrates that the County spent more than the \$428,000 received from the settlement statement. I will also note that the plans at the time of the settlement statement were not final and the parties acknowledged in the Settlement Agreement that the plans would need to change for permitting.

We have also received advice from the County Attorney's office that there is no basis for a refund. Therefore, staff recommendation to Committee will be opposed to the \$40,000 requested. We are preparing the item for the April 20 Public Facilities Committee so that you may make the request of Council.

Brittanee will schedule a teleconference with you the first week in April. Our deadline to submit your request to for committee consideration is April 13 so we will need to meet in advance to know if there are any materials or information you would like included for committee consideration.

Christopher S. Inglese, AICP
Deputy County Administrator
P.O. Drawer 1228
Beaufort, SC 29901-1228
Tel: (843) 255-2033
"One County, One Mission"



1. Amount of money County spent is irrelevant
2. County did NOT deliver what it was obligated to deliver
3. County caused the cost overrun by NOT installing accesses when required
4. e.g. no reason for multiple mobilizations, higher per unit costs, etc, AFTER WIDENING

2 attachments

Zinn Request Response.pdf
962K

SC 170 (07-036938A-Lane) AS-BUILT DRAWINGS.pdf
9256K

1. Agreed but changes were limited to those required to install accesses on a "4 LANE RATHER THAN A 2 LANE SC170."
2. Curbs and gutters should NOT have been removed from plans.
3. Turn lanes should NOT have been shortened.



COUNTY COUNCIL OF BEAUFORT COUNTY
ENGINEERING DEPARTMENT

2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

March 26, 2020

Chris Inglese, AICP
Deputy County Administrator
Beaufort County
100 Ribaut Road
Beaufort, SC 29902

Mr. Inglese,

In response to your email request on February 5, 2020, a full review has been completed of the SC 170 Turn Lanes project file relative to the 2013 Settlement Agreement between Beaufort County and Zinn Investments III, LLC. Below is the results of the review: ALL PARTIE

PARCEL 8 ACCEPTED COUNTY'S APPRAISED NUMBER ON 8 OF 9 PARCELS.
COUNTY UNNECESSARILY TOOK ACCESS TO SC170 EVEN THOUGH PARCEL 8 AND NEIGHBOR DESIRED SHARED ACCESS.
MEDIATOR CONVINCED COUNTY IT WAS UNREASONABLE AND COUNTY PROVIDED SHARED ACCESS. LEGAL FEES WERE WASTED BY

PURSUANT TO PLANS ATTACHED TO SETTLEMENT AGREEMENT

- Per the Settlement Agreement, Zinn Investments III, LLC. agreed to pay \$428,840.00 to Beaufort County for the construction of three (3) turn lanes. Engineering design services were obtained by Infrastructure, Consulting and Engineering (ICE) in the amount of \$17,545.09 which produced the As-Built Construction Plans certified on December 2, 2015. The Summary of Quantities included in the As-Built was published as Addendum #1 to the Beaufort County IFB #010716E Construction of Three Turning Lanes on SC 170. In February 2016, Beaufort County awarded the contract to Lane Construction Corporation for \$384,887.65. Two change orders were requested and approved throughout the contract term and the final contract was \$418,545.14. With additional expenses for consulting, printing and advertising, the total design and construction expenses equal \$440,649.84 as seen in Attachment 1. AGREEMENT
- In addition to the above referenced expenses, Beaufort County expended an additional \$906,152.76 in legal services, right of way acquisition and condemnation of the parcels listed on the Settlement Agreement. COST WOULD HAVE BEEN MUCH LESS IF
- Thomas & Hutton provided an Engineers Opinion of Probable Construction Costs Revised Quantities per Infrastructure, Consulting and Engineering (ICE) Plans. This report is dated November 15, 2015, however the ICE As-Built Construction Plans were stamped 17 days later on December 2, 2015. We are at a loss to understand how Thomas & Hutton (T&H) could develop a cost comparison report as they almost certainly wouldn't have had that information until the ICE As-Built Construction Plans were certified. In addition, many of the Thomas and Hutton "Opinion of Probable Cost" quantities do not accurately reflect the material quantities as bid and installed. For example, the T&H opinion does not contain Borrow Excavation, Unclassified Excavation or Muck Excavation only "Clearing and Grubbing". Regardless of how the quantities and unit values are analyzed, the final actual cost of the turn lanes exceed the T&H opinion of probable cost by over \$42,000. CONSTRUCTION WITH WIDENING
IRRELEVANT.

Please let me know if there is anything else needed.

Respectfully,

Brittahee Fields, Sr. Administrative Specialist
Beaufort County Engineering

COUNTY REQUESTED PROFESSIONAL VERIFICATION BUT DID NOT PROVIDE AS BUILTS UNTIL 3/26/2020. T&H DID COST COMPARISON WITH THE BEST INFORMATION IT HAD.

- Attachments:
1. Design and Construction Expense Report
 2. Legal Fee Expense Report
 3. Infrastructure, Consulting and Engineering As-Built Drawings Turing Lanes on State Highway S.C. 170

SC HWY 170 - ZINN TURN LANES County ignored Bowman recommendations

| YR/PR JNL | EFF DATE | SRC | REF1 | COMMENT | VENDOR | CHECK # | AMOUNT | |
|---|----------|----------|------|---------|--------------------------------|----------------------|--------------|----------------------|
| 13/11 | 2040 | 05/30/13 | GEN | SC170 | WIDENING PAYMENT | | (428,840.00) | |
| 16/6 | 232 | 12/09/15 | API | 007934 | SC 170 TURNING LANES | ACCURATE REPRODUCTIO | 866732 | 171.72 |
| 16/6 | 337 | 12/15/15 | API | 007934 | BID DOCUMENTS: SC 170 TURN LAN | ACCURATE REPRODUCTIO | 867189 | 169.01 |
| 16/7 | 971 | 01/31/16 | API | 007934 | SC 170 TURN LANES | ACCURATE REPRODUCTIO | 869771 | 85.10 |
| 17/3 | 825 | 09/30/16 | API | 013615 | HWY 170/ZINN EVALUATION | BOWMAN CONSULTING GR | 884230 | 4,030.00 |
| 14/12 | 2016 | 06/30/14 | API | 012060 | SC 170 WIDENING: TURN LANES-JU | INFRASTRUCTURE CONS | 839670 | 9,543.27 |
| 15/2 | 1216 | 08/31/14 | API | 012060 | ZINN TURN LANES DESIGN: AUG14 | INFRASTRUCTURE CONS | 843551 | 1,336.34 |
| 15/3 | 1305 | 09/30/14 | API | 012060 | ZINN TURN LANES: SEPT 2014 | INFRASTRUCTURE CONS | 844570 | 3,588.45 |
| 15/4 | 1346 | 10/31/14 | API | 012060 | SC 170 CEI ZINN TURN LANES | INFRASTRUCTURE CONS | 845843 | 834.89 |
| 16/2 | 1390 | 08/31/15 | API | 012060 | SC 170 ZINN TURN LANE: AUG 201 | INFRASTRUCTURE CONS | 863549 | 2,242.14 |
| 16/6 | 920 | 12/31/15 | API | 000232 | 446646: BID ADV: SC 170 TURN L | ISLAND PACKET | 867939 | 103.78 |
| 17/1 | 634 | 07/01/16 | API | 008110 | PAY #1-SC170 TURN LANES JUL201 | LANE(REA)CONST. | 881821 | 202,955.00 |
| 17/2 | 539 | 08/31/16 | API | 008110 | PAY #2-CONSTR SC170 TURN LANES | LANE(REA)CONST. | 882425 | 166,419.94 |
| 17/6 | 194 | 12/01/16 | API | 008110 | PAY #3-FINAL SC170 TURN LANES | LANE(REA)CONST. | 887348 | 49,170.20 |
| TOTAL EXPENDED FOR ZINN TURN LANES | | | | | | | | \$ 440,649.84 |

APPROXIMATELY \$35,000 OF WASTED MONEY ON A MEDIATION THAT WAS DECIDED IN THE FAVOR OF PARCEL 8

| YEAR | JOURNAL | EFF DATE | AMOUNT | CHECK NO | WARRANT | VDR NAME/ITEM DESC | COMMENTS |
|------|---------|------------|---------------|----------|----------|-------------------------|------------------------------------|
| 2014 | 476 | 11/1/2014 | \$ 154,000.00 | 845573 | 11212014 | MURPHY LAW OFFICES, LLC | SC 170 RIGHT OF WAY TRACT 8C |
| 2014 | 834 | 08/31/2013 | \$ 98.28 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68B-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 259.12 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 366.42 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 65A-SC170 WIDENING |
| 2014 | 834 | 08/31/2013 | \$ 258.02 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68A-SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 255.12 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68B-SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 412.47 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68C-SC170 WIDENING |
| 2014 | 893 | 07/31/2013 | \$ 270.64 | 828058 | 01172014 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 65-SC170 WIDENING |
| 2013 | 1,218 | 05/31/2013 | \$ 828.88 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | LEGAL TRACT 68D-SC170 WIDENING |
| 2013 | 1,218 | 05/31/2013 | \$ 1,074.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A, LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 672.96 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B, LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,094.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B, LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,315.46 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A, LLC/SYNOVUS BAN |
| 2013 | 1,218 | 05/31/2013 | \$ 995.38 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B, LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,221.50 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B, LLC/NBSC/SYNOVO |
| 2013 | 1,218 | 05/31/2013 | \$ 1,085.58 | 817942 | 06142013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A, LLC/NBSC/SYNOVO |
| 2013 | 1,003 | 03/31/2013 | \$ 1,651.16 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B, LLC/NBSC/SYNOVO |
| 2013 | 1,003 | 03/31/2013 | \$ 714.80 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/SYNOVOUS M |
| 2013 | 1,003 | 03/31/2013 | \$ 786.32 | 814262 | 04052013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS M |
| 2013 | 959 | 02/28/2013 | \$ 1,586.70 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS B |
| 2013 | 959 | 02/28/2013 | \$ 1,451.55 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68 PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,725.69 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 65A PARCEL 8A |
| 2013 | 959 | 02/28/2013 | \$ 1,978.32 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68C PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,571.10 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 69 PARCEL 8B |
| 2013 | 959 | 02/28/2013 | \$ 1,161.62 | 812097 | 03082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68A PARCEL 8B |
| 2013 | 924 | 01/31/2013 | \$ 1,304.92 | 811014 | 02082013 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A, LLC PARCEL 67 |
| 2013 | 924 | 01/31/2013 | \$ 1,529.97 | 811014 | 02082013 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68D PARCEL 8 B |
| 2013 | 734 | 09/28/2012 | \$ 433.76 | 807746 | 10112012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 65 PARCEL 8A |
| 2013 | 528 | 08/31/2012 | \$ 393.26 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68B PARCEL 8B |
| 2013 | 528 | 08/31/2012 | \$ 366.26 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/TRACT 68 |
| 2013 | 528 | 08/31/2012 | \$ 406.76 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/TRACT 69 |
| 2013 | 528 | 08/31/2012 | \$ 244.77 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/TRACT 68D |
| 2013 | 528 | 08/31/2012 | \$ 474.27 | 806864 | 09132012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/TRACT 65 P |
| 2013 | 425 | 08/31/2012 | \$ 379.76 | 806642 | 09062012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/NBSC/TRACT 65A |
| 2012 | 825 | 06/30/2012 | \$ 16,000.00 | 804803 | 07062012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/NBSC/SYNOVOUS M |
| 2012 | 695 | 05/25/2012 | \$ 310.50 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | TRACTS 65/65A/68/68A/68B/68C/6 - ? |
| 2012 | 695 | 05/25/2012 | \$ 708.65 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A/LLC TRACT 65 |
| 2012 | 695 | 05/25/2012 | \$ 708.45 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 68 |
| 2012 | 695 | 05/25/2012 | \$ 708.45 | 803655 | 06012012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 69 |
| 2012 | 162 | 04/01/2012 | \$ 870.45 | 802541 | 04202012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8B/LLC TRACT 68A |
| 2012 | 162 | 04/01/2012 | \$ 767.06 | 802541 | 04202012 | STUCKEY LAW OFFICE, LLC | BC V NBSC PARCEL 8B TRACT 68C |
| 2012 | 494 | 03/01/2012 | \$ 1,263.00 | 801679 | 03232012 | STUCKEY LAW OFFICE, LLC | BC V PARCEL 8A TRACT 65A-NBSC |
| 2012 | 494 | 03/01/2012 | \$ 762.45 | 801679 | 03232012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68B STP-03 |
| 2012 | 71 | 02/01/2012 | \$ 1,872.45 | 800293 | 02102012 | STUCKEY LAW OFFICE, LLC | BC V TRACT 68D STP-03 |
| 2012 | 264 | 11/22/2011 | \$ 1,094.79 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | BC V NBSC/SYNOVOUS TRACT 65 |
| 2012 | 264 | 11/22/2011 | \$ 1,066.95 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 65A-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,053.45 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 69-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,093.95 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68D-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,054.29 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68C-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,074.10 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68A-STP03-LEGAL SVS |
| 2012 | 264 | 11/22/2011 | \$ 1,026.65 | 708484 | 12022011 | STUCKEY LAW OFFICE, LLC | TRACT 68-STP03-LEGAL SVS |
| 2012 | 323 | 09/12/2011 | \$ 197,580.00 | 706700 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 65-STP03-LEGAL SVS |
| 2012 | 323 | 09/12/2011 | \$ 64,170.00 | 706701 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 69-SC170-STP03- PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 59,840.00 | 706702 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68D-SC170-STP03-PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 68,280.00 | 706703 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68C-SC170-STP03-PARCEL 6 |
| 2012 | 323 | 09/12/2011 | \$ 69,700.00 | 706704 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68B-SC170-STP03-PARCEL 6 |
| 2012 | 323 | 09/12/2011 | \$ 81,800.00 | 706705 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68A-SC170-STP03-PARCEL 8 |
| 2012 | 323 | 09/12/2011 | \$ 61,250.00 | 706706 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 68-SC170-STP03-PARCEL 8B |
| 2012 | 323 | 09/12/2011 | \$ 99,470.00 | 706707 | 09302011 | STUCKEY LAW OFFICE, LLC | TRACT 65A-SC170-STP03-PARCEL 8 |
| 2012 | | | \$ 906,152.76 | | | | TRACT 65-SC170-STP03-PARCEL 8A |

Parcel 8 Accepted the County's appraised value for all 6 parcels. THERE WAS NO DISPUTE OR INVOLVEMENT BY ATTORNEYS WITH THESE VALUATIONS.

Parcel 8 Accesses 3, 4, & 5

5 messages

Smith, Kevin <smith.k@thomasandhutton.com>
To: "Tom Zinn (tzinn@zamsc.com)" <tzinn@zamsc.com>

Mon, Nov 16, 2015 at 6:58 PM

Tom,

We have completed a preliminary estimate of cost regarding the "value engineered" accesses that ICE redesigned for the County. The value engineered ICE plans have quantities that vary considerably from your original encroachment permit plans.

Most notably, the shortening of the taper and storage lengths in the right turn lanes, as well as the removal of 24" curbing.

Please see attached for a preliminary cost difference. Please note, we do not have CAD files of the ICE accesses, so we are estimating quantities based on dimensions of the PDF.

Thanks,

Kevin

Kevin Smith, PE
Principal/Group Leader
Thomas & Hutton
smith.k@thomasandhutton.com
(P) 912-721-4197 (F) 912-234-2950
Website | vCard

"Relationships and Solutions for Success"

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Thomas & Hutton. The information is intended only for the use of the person to whom it is addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. If you have received this message in error, please immediately notify Thomas & Hutton and purge the message received. Do not forward this message without permission.

 **Zinn County Access Cost Reduction - Ice Redesign.pdf**
52K

BUCKWALTER CROSSROADS
 INFRASTRUCTURE COSTS
 BLUFFTON, SOUTH CAROLINA
 THOMAS & HUTTON ENGINEERING CO.
 ENGINEERS OPINION OF PROBABLE
 CONSTRUCTION COST

JOB NO.: J-20868
 DATE: 11/15/2015
 BY: KMS

| REVISED QUANTITIES PER ICE PLANS | | | | | | | | | | |
|---|--|----------|-------|-------------|---------------|----------|-------|-------------|--------------|--|
| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total | |
| SC 170 Access 3 - Right in/Right out | | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | |
| 3 | Remove & Replace Unsuitable with Select Fill | 750 | CY | \$ 22.00 | \$ 16,500.00 | 715 | CY | \$ 22.00 | \$ 15,730.00 | |
| 4 | Grading | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | 3,300 | SY | \$ 4.00 | \$ 13,200.00 | |
| 5 | 4" HMA Surface Course - Type B | 258 | TON | \$ 80.00 | \$ 20,608.00 | 228 | TON | \$ 80.00 | \$ 18,256.00 | |
| 6 | 6" Asphaltic Aggregate Base Course | 460 | TON | \$ 70.00 | \$ 32,232.20 | 408 | TON | \$ 70.00 | \$ 28,553.53 | |
| 7 | Tack Coat | 1,030 | GL | \$ 2.50 | \$ 2,576.00 | 913 | GL | \$ 2.50 | \$ 2,282.00 | |
| 8 | 24" Curb and Gutter | 437 | LF | \$ 16.00 | \$ 6,992.00 | 0 | LF | \$ 16.00 | \$ - | |
| 9 | 4" Concrete Median | 120 | SY | \$ 65.00 | \$ 7,800.00 | 197 | SY | \$ 65.00 | \$ 12,805.00 | |
| 10 | 18" Storm Pipe | 152 | LF | \$ 36.00 | \$ 5,472.00 | 110 | LF | \$ 36.00 | \$ 3,960.00 | |
| 11 | 18" FES | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | |
| 12 | Storm Manhole | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | |
| 13 | 4" Sub-Grade Drain | 25 | LF | \$ 15.00 | \$ 375.00 | 25 | LF | \$ 15.00 | \$ 375.00 | |
| 14 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - | |
| 15 | Striping | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | |
| 16 | Signage | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | |
| 17 | Erosion Control | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | |
| 18 | 4" Conduit | 70 | LF | \$ 8.00 | \$ 560.00 | 70 | LF | \$ 8.00 | \$ 560.00 | |
| 19 | 6" Conduit | 280 | LF | \$ 9.00 | \$ 2,520.00 | 280 | LF | \$ 9.00 | \$ 2,520.00 | |
| Construction Budget - SC 170 Access 3 Right-in/Right-out | | | | | \$ 128,635.20 | | | | | |
| SC 170 Access 4 - Full Access | | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | |
| 3 | Remove & Replace Unsuitable with Select Fill | 855 | CY | \$ 22.00 | \$ 18,810.00 | 820 | CY | \$ 22.00 | \$ 18,040.00 | |
| 4 | Grading | 6,000 | SY | \$ 4.00 | \$ 24,000.00 | 5,854 | SY | \$ 4.00 | \$ 23,416.00 | |
| 5 | 4" HMA Surface Course - Type B | 260 | TON | \$ 80.00 | \$ 20,800.00 | 231 | TON | \$ 80.00 | \$ 18,464.00 | |
| 6 | 6" Asphaltic Aggregate Base Course | 470 | TON | \$ 70.00 | \$ 32,900.00 | 413 | TON | \$ 70.00 | \$ 28,878.85 | |
| 7 | Tack Coat | 1,040 | GL | \$ 2.50 | \$ 2,600.00 | 923 | GL | \$ 2.50 | \$ 2,308.00 | |
| 8 | 24" Curb and Gutter | 385 | LF | \$ 16.00 | \$ 6,160.00 | 0 | LF | \$ 16.00 | \$ - | |

REVISED QUANTITIES PER ICE PLANS

| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total | |
|--|--|----------|-------|-------------|---------------|----------|-------|-------------|--------------|--|
| 9 | 4" Concrete Median | 135 | SY | \$ 65.00 | \$ 8,775.00 | 115 | SY | \$ 65.00 | \$ 7,475.00 | |
| 10 | 18" Storm Pipe | 192 | LF | \$ 36.00 | \$ 6,912.00 | 192 | LF | \$ 36.00 | \$ 6,912.00 | |
| 11 | 18" FES | 2 | EA | \$ 800.00 | \$ 1,600.00 | 2 | EA | \$ 800.00 | \$ 1,600.00 | |
| 12 | Storm Manhole | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | 1 | EA | \$ 2,500.00 | \$ 2,500.00 | |
| 13 | 4" Sub-Grade Drain | 63 | LF | \$ 15.00 | \$ 945.00 | 63 | LF | \$ 15.00 | \$ 945.00 | |
| 14 | 24" Storm Pipe | 6 | LF | \$ 40.00 | \$ 240.00 | 6 | LF | \$ 40.00 | \$ 240.00 | |
| 15 | 24" FES | 1 | EA | \$ 950.00 | \$ 950.00 | 1 | EA | \$ 950.00 | \$ 950.00 | |
| 16 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - | |
| 17 | Striping | 1 | LS | \$ 3,500.00 | \$ 3,500.00 | 1 | LS | \$ 3,500.00 | \$ 3,500.00 | |
| 18 | Signage | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | 1 | LS | \$ 4,000.00 | \$ 4,000.00 | |
| 19 | Erosion Control | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | |
| 20 | 4" Conduit | 89 | LF | \$ 8.00 | \$ 712.00 | 89 | LF | \$ 8.00 | \$ 712.00 | |
| 21 | 6" Conduit | 356 | LF | \$ 9.00 | \$ 3,204.00 | 356 | LF | \$ 9.00 | \$ 3,204.00 | |
| Construction Budget - SC 170 Access 4 Full Access | | | | | | | | | | |
| | | | | | \$ 149,108.00 | | | | | |
| SC 170 Access 5 - Right in/Right out | | | | | | | | | | |
| 1 | Mobilization | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | |
| 2 | Clearing and Grubbing | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | 1 | EA | \$ 3,000.00 | \$ 3,000.00 | |
| 3 | Remove & Replace Unsuitable with Select Fill | 750 | CY | \$ 22.00 | \$ 16,500.00 | 750 | CY | \$ 22.00 | \$ 16,500.00 | |
| 4 | Grading | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | 3,500 | SY | \$ 4.00 | \$ 14,000.00 | |
| 5 | 4" HMA Surface Course - Type B | 200 | TON | \$ 80.00 | \$ 16,000.00 | 171 | TON | \$ 80.00 | \$ 13,664.00 | |
| 6 | 6" Asphaltic Aggregate Base Course | 358 | TON | \$ 70.00 | \$ 25,025.00 | 305 | TON | \$ 70.00 | \$ 21,371.35 | |
| 7 | Tack Coat | 800 | GL | \$ 2.50 | \$ 2,000.00 | 683 | GL | \$ 2.50 | \$ 1,708.00 | |
| 8 | 24" Curb and Gutter | 440 | LF | \$ 16.00 | \$ 7,040.00 | 0 | LF | \$ 16.00 | \$ - | |
| 9 | 4" Concrete Median | 150 | SY | \$ 65.00 | \$ 9,750.00 | 150 | SY | \$ 65.00 | \$ 9,750.00 | |
| 10 | 18" Storm Pipe | 160 | LF | \$ 36.00 | \$ 5,760.00 | 160 | LF | \$ 36.00 | \$ 5,760.00 | |
| 11 | 18" FES | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | 2 | EA | \$ 1,000.00 | \$ 2,000.00 | |
| 12 | Storm Manhole | 0 | EA | \$ 2,500.00 | \$ - | 0 | EA | \$ 2,500.00 | \$ - | |
| 13 | 4" Sub-Grade Drain | 25 | LF | \$ 15.00 | \$ 375.00 | 25 | LF | \$ 15.00 | \$ 375.00 | |
| 14 | Rip Rap | 0 | SY | \$ 70.00 | \$ - | 0 | SY | \$ 70.00 | \$ - | |
| 15 | Striping | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | |
| 16 | Signage | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | 1 | LS | \$ 3,000.00 | \$ 3,000.00 | |
| 17 | Erosion Control | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | 1 | LS | \$ 5,000.00 | \$ 5,000.00 | |

BUCKWALTER CROSSROADS
 INFRASTRUCTURE COSTS
 BLUFFTON, SOUTH CAROLINA
 THOMAS & HUTTON ENGINEERING CO.
 ENGINEERS OPINION OF PROBABLE
 CONSTRUCTION COST

JOB NO.: J-20868
 DATE: 11/15/2015
 BY: KMS

| REVISED QUANTITIES PER ICE PLANS | | | | | | | | | |
|--|--------------------------------------|----------|-------|------------|---|---------------|-------|------------|---------------|
| Item | Description | Quantity | Units | Unit Price | Total | Quantity | Units | Unit Price | Total |
| 18 | 4" Conduit | 70 | LF | \$ 8.00 | \$ 560.00 | 70 | LF | \$ 8.00 | \$ 560.00 |
| 19 | 6" Conduit | 280 | LF | \$ 9.00 | \$ 2,520.00 | 280 | LF | \$ 9.00 | \$ 2,520.00 |
| Construction Budget - SC 170 Access 5 Right in/ Right out | | | | | \$ 116,030.00 | | | | \$ 102,708.35 |
| Project Summary | | | | | | | | | |
| 1 | SC 170 Access 3 - Right in/Right out | | | | \$ 128,635.20 | | | | \$ 117,241.53 |
| 2 | SC 170 Access 4 - Full Access | | | | \$ 149,108.00 | | | | \$ 133,644.85 |
| 3 | SC 170 Access 5 - Right in/Right out | | | | \$ 116,030.00 | | | | \$ 102,708.35 |
| | | | | | Project Total | \$ 393,773.20 | | | |
| | | | | | Total Estimated Cost Reduction Due to Value Engineering \$ 40,178.48 | | | | |

OPINION OF PROBABLE CONSTRUCTION COST

Since the Engineer has no control over the cost of labor, materials, equipment, the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinions of Probable Construction Costs provided for herein are made on the basis of the Engineer's experience and qualifications. These opinions represent the Engineer's best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Costs prepared by him/her.

DEVELOPMENT COST COMPARISON
 PROJECT : BUCKWALTER CROSSROADS/ SC 170 ACCESS ROADS
 LOCATION : BLUFFTON, SC
 PREPARED FOR : DENN ASSIST MANAGEMENT CORPORATION

DATE PREPARED: 04/16/2020
 REVISION:



When the Engineer has no control over the cost of labor, materials, equipment, over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Options of Probable Construction Costs provided for herein are made on the basis of his experience and qualifications. These options represent his best judgment as a design professional familiar with the construction industry. However, the Engineer cannot and does not guarantee that proposed bids, or the construction cost will not vary from Options of Probable Construction Costs prepared by him.

| ITEM | DESCRIPTION | AS-BUILT QUANTITY NUMBER OF UNITS | ACCESS 3 T&H DESIGN QUANTITY NUMBER OF UNITS | ACCESS 4 T&H DESIGN QUANTITY NUMBER OF UNITS | ACCESS 5 T&H DESIGN QUANTITY NUMBER OF UNITS | UNIT MEASURE | COST | | | | |
|----------------------------|---|-----------------------------------|--|--|--|--------------|----------------------|--------------------------------|----------------------|-----------------------|---------------------|
| | | | | | | | AS-BUILT PER UNIT | TOTAL AS-BUILT COST | 2011 T&H PER UNIT | TOTAL T&H DESIGN COST | |
| 1 | Mobilization | 1 | 1 | 1 | | | | | | | |
| 2 | Cons. Stakes, Line & Grade | 1 | 0 | 0 | lf | 48,500.00 | 48,500.00 | 3,000.00 | 3,000.00 | | |
| 3 | Traffic Control | 1 | 0 | 0 | lf | 14,430.00 | 14,430.00 | - | - | | |
| 4 | Excavated Clearing & Grubbing | 0.28 | 0 | 0 | acre | 40,230.00 | 11,264.40 | - | - | | |
| 5 | Grubbing & Grubbing (T&H) | 0 | 1 | 1 | lf | - | - | - | - | | |
| 6 | Grubbing (T&H) | 0 | 1 | 1 | lf | - | - | - | - | | |
| 7 | Grubbing & Spoil (Mountable with Select Fill (T&H)) | 0 | 3300 | 6000 | cu yd | - | - | 3,000.00 | 9,000.00 | | |
| 8 | Unexcavated Excavation | 0 | 750 | 855 | 750 | cu yd | - | - | 4.00 | 52,000.00 | |
| 9 | Borrow Excavation | 200 | 0 | 0 | cu yd | 58.15 | 11,630.00 | 22.00 | 51810.00 | | |
| 10 | 5.5" Asphalt Aggregate Base Course (T&H) | 587 | 0 | 0 | sq yd | 20.00 | 11,740.00 | - | - | | |
| 11 | Graded Aggregate Base Course - 8" UNF | 2038 | 0 | 0 | sq yd | 27.35 | 55,286.30 | 64.00 | 57,600.00 | | |
| 12 | Maintenance Stone | 0 | 0 | 0 | cu yd | - | - | - | - | | |
| 13 | Liquid Asphalt Binder PG64-22 | 0 | 0 | 0 | ton | 87.20 | - | - | - | | |
| 14 | H/M Asphalt Intermediate Cr. Type B | 240 | 149 | 175 | 65 | ton | 475.00 | 14,450.43 | 37,525.00 | | |
| 15 | H/M Asphalt Surf. Cr. Type B | 140 | 149 | 175 | 65 | ton | 125.00 | 30,026.25 | 51,125.00 | | |
| 16 | Permanent Construction Signs - Scheme C | 341 | 117 | 140 | 68 | ton | 138.50 | 47,286.47 | - | | |
| 17 | 4" Wh. Bitulose Thermo - 90 ML | 244 | 42 | 0 | sf | 11.65 | - | - | - | | |
| 18 | 4" Wh. Sid Line Pvt Rt Th - 90 ML | 1104 | 838 | 926 | 62 | sf | 2.55 | 622.20 | 372.30 | | |
| 19 | 8" Wh. Sidline Thermo - 125 ML | 720 | 51 | 0 | sf | 1.45 | 1,045.20 | - | 3,336.45 | | |
| 20 | 24" Schedule 40 PVC Conduit | 12 | 0 | 0 | lf | 2.35 | 1,692.00 | - | 197.40 | | |
| 21 | 24" Wh. Sidline Thermo - 125 ML | 58 | 14 | 300 | 14 | sf | 7.00 | 406.00 | 2,794.00 | | |
| 22 | White SGL Arrows Thermo - 125 ML | 8 | 2 | 4 | 2 | ea | 75.60 | 604.80 | - | | |
| 23 | 4" Yel. Sid. Line - Thermo. 90 ML | 0 | 163 | 0 | ea | 116.30 | 232.60 | - | 604.90 | | |
| 24 | Flat Sheet Type III Road Sign | 44.4 | 19.3 | 10.2 | 19.3 | lf | 1.45 | - | 414.70 | | |
| 25 | U-sec. Post For Sign Supp. - 3" | 72 | 40 | 20 | 40 | lf | 17.45 | 1,227.04 | 1,420.08 | | |
| 26 | 6.0" Schedule 40 PVC Conduit | 320 | 140 | 178 | 0 | lf | 11.45 | 3,728.00 | 1,745.00 | | |
| 27 | 18" RC Pipe Cul. - Class III | 160 | 70 | 89 | 0 | lf | 11.45 | 1,844.00 | 3,704.70 | | |
| 28 | 18" RC Pipe Cul. - Class III | 292 | 160 | 203 | 0 | lf | 63.95 | 18,673.40 | 1,852.35 | | |
| 29 | 24" RCP (T&H) | 0 | 0 | 13 | 0 | lf | - | - | 23,213.85 | | |
| 30 | 24" RCP (T&H) | 4 | 2 | 2 | 0 | ea | 872.10 | 3,488.40 | 520.00 | | |
| 31 | 30" RCP - C13 - AASHTO M315 - Rev. End | 0 | 0 | 1 | 0 | ea | - | - | 3,488.40 | | |
| 32 | 24" RCP (T&H) | 1 | 0 | 0 | 0 | ea | 1,294.00 | 1,294.00 | 950.00 | | |
| 33 | 30" RCP - C13 - AASHTO M315 - Rev. End | 0 | 0 | 0 | 0 | ea | - | - | - | | |
| 34 | Asphalt Manhole | 1 | 0 | 0 | 0 | ea | 1,142.80 | 1,142.80 | - | | |
| 35 | Cone, Curb & Gutter (Z-7) | 121 | 437 | 385 | 0 | lf | 20.95 | 2,537.45 | 17,229.90 | | |
| 36 | 24" Roll Curb & Gutter (T&H) | 0 | 0 | 0 | 163 | lf | - | - | 3,414.85 | | |
| 37 | 18" Mountable Curb & Gutter (T&H) | 0 | 0 | 0 | 107 | lf | - | - | 1,926.00 | | |
| 38 | Concrete Median (T&H) | 0 | 120 | 0 | 45 | lf | - | - | 65.00 | | |
| 39 | Permanent Cover | 0.89 | 0.28 | 0.42 | 0.28 | acre | 814.61 | 725.00 | 10,725.00 | | |
| 40 | Bill Fence | 0 | 0 | 0 | 0 | lf | 8.15 | - | 879.78 | | |
| CHANGE ORDER | | | | | | | | | | | |
| 1 | Muck Excavation | 1202 | 0 | 0 | 0 | cu yd | 29.45 | 35,398.90 | - | | |
| 2 | Borrow Excavation | 1202 | 0 | 0 | 0 | cu yd | 20.00 | 24,040.00 | - | | |
| 3 | Edge Mill - Lap Joint | 1 | 0 | 0 | 0 | lf | 6,950.00 | 6,950.00 | - | | |
| AS-BUILT TOTAL COST | | | | | | | \$ 416,546.14 | 2011 T&H TOTAL COST | \$ 385,632.06 | NET DIFFERENCE | \$ 30,914.08 |

| ITEM | DESCRIPTION | AS-BUILT QUANTITY NUMBER OF UNITS | ACCESS 3 T&H DESIGN QUANTITY NUMBER OF UNITS | ACCESS 4 T&H DESIGN QUANTITY NUMBER OF UNITS | ACCESS 5 T&H DESIGN QUANTITY NUMBER OF UNITS | UNIT MEASURE | COST | | | | |
|--|-----------------------|-----------------------------------|--|--|--|--------------|----------------------|--------------------------------|----------------------|-----------------------|---------------------|
| | | | | | | | AS-BUILT PER UNIT | TOTAL AS-BUILT COST | 2011 T&H PER UNIT | TOTAL T&H DESIGN COST | |
| POTENTIAL COST SAVINGS IF WORK WAS COMPLETED DURING SC-170 WIDENING | | | | | | | | | | | |
| 1 | Mobilization | 1 | 0 | 0 | 0 | lf | 48,500.00 | 48,500.00 | - | - | |
| 2 | Traffic Control | 1 | 0 | 0 | 0 | lf | 14,430.00 | 14,430.00 | - | - | |
| 3 | Edge Mill - Lap Joint | 1 | 0 | 0 | 0 | lf | 6,950.00 | 6,950.00 | - | - | |
| AS-BUILT POTENTIAL COST | | | | | | | \$ 325,846.14 | 2011 T&H TOTAL COST | \$ 385,632.06 | NET DIFFERENCE | \$ 59,785.92 |

| ITEM | DESCRIPTION | AS-BUILT QUANTITY NUMBER OF UNITS | T&H DESIGN QUANTITY NUMBER OF UNITS | QUANTITY DIFFERENCE | COST | |
|---|-------------------------------------|-----------------------------------|-------------------------------------|---------------------|---------------------|-----------------------|
| | | | | | TOTAL AS-BUILT COST | TOTAL T&H DESIGN COST |
| ITEMS WITH TOTAL QUANTITY AND COST REDUCTION | | | | | | |
| 1 | Liquid Asphalt Binder PG64-22 | 31 | 29 | 2 | \$ 14,450.43 | \$ 17,335.00 |
| 2 | H/M Asphalt Intermediate Cr. Type B | 240 | 439 | 199 | \$ 30,026.25 | \$ 31,115.00 |
| 3 | 4" Wh. Sid Line Pvt Rt Th - 90 ML | 1104 | 2001 | 897 | \$ 1,045.20 | \$ 3,336.45 |
| 4 | 24" Wh. Sidline Thermo - 125 ML | 58 | 326 | 268 | \$ 406.00 | \$ 2,292.00 |
| 5 | Flat Sheet Type III Road Sign | 44.4 | 48.8 | 4.4 | \$ 1,227.04 | \$ 1,420.08 |
| 6 | U-sec. Post For Sign Supp. - 3" | 72 | 102 | 30 | \$ 1,420.08 | \$ 1,926.00 |
| 7 | 18" RC Pipe Cul. - Class III | 292 | 363 | 71 | \$ 18,673.40 | \$ 23,213.85 |
| TOTAL COST DIFFERENCE | | | | | \$ 52,753.17 | |

Notes:
 1. 2011 mobilization cost assumed that Buckwalter Crossroads SC DOT entrance construction would occur concurrently with SC 170 widening, resulting in a lower unit cost
 2. Additional traffic control was not required in the 2011 T&H design as Buckwalter Crossroads SC DOT entrance construction was to occur concurrently with SC 170 widening
 3. 2011 T&H 2011 material quantities are proposed lengths calculated from SC DOT approved T&H plans
 4. 2011 2011 signage quantities are proposed dimensions and lengths calculated from SC DOT approved T&H plans
 5. 2011 2011 unit prices shown could be expected to be less than 2015-2016 unit prices for the same item and quantity due to inflation and other economic factors



Tom Zinn <tzinn@zamsc.com>

Installation of casings/conduit/etc. across SC 170

2 messages

Tom Zinn <tzinn@zamsc.com>

Tue, Apr 1, 2014 at 3:28 PM

To: Jay Coombe <coombe.j@thomasandhutton.com>

Cc: Kevin <smith.k@thomasandhutton.com>

Jay,

Below please find a memo regarding the 170 crossings for water and sewer (and other utilities) that are suppose to take place to service Crossroads. It is my understanding that significant \$ can be saved by the County and time/energy/expense by all other parties by getting these installed now in conjunction with the BJWSA work currently underway. I suspect that there may be a breakdown in communication somewhere and have also asked Kevin to be sure that Donnie

is familiar with the various utility crossings for Crossroads that we have already paid for and that the County has agreed to install in conjunction with the widening. Presumably Donnie and Colin will discuss it by Thursday's meeting and someone will get back to you before the BJWSA work is complete.

Thanks.

Tom

----- Forwarded message -----

From: Tom Zinn <tzinn@zamsc.com>

Date: Fri, Mar 28, 2014 at 5:24 PM

Subject: Casings/conduit/etc. across SC 170

To: Colin Kinton <ckinton@bcgov.net>

Cc: Kevin <smith.k@thomasandhutton.com>

Colin,

I reached Kevin and asked him to meet with Donnie asap to be sure that the casings/conduit/etc. as shown on Exhibit I-A of our Settlement Agreement are on the 170 plans or at least known about by the parties that need to know about them.

As discussed, my concern arose when I found earlier today that Cleland did not have the BJWSA improvements found on Exhibit I-A on their plans for the project that they were doing for BJWSA and that there would be material additional expense to install these subsequent rather than in conjunction with the work that Cleland was currently doing for BJWSA. Thanks for monitoring this to be sure that all of the improvements shown on Exhibit 1-A are installed.

Thanks again for also getting the additional stormwater crossing on SC 170 near the Bluffton Parkway for the reasons previously discussed.

Best regards.

Tom

Thomas R. Zinn

President

Zinn Asset Management Corporation

843-705-9400

www.zamsc.com

Tom Zinn <tzinn@zamsc.com>

To: Tom Zinn <tzinn@zamsc.com>

Thu, Jun 30, 2016 at 3:46 PM

----- Forwarded message -----

From: Tom Zinn <tzinn@zamsc.com>



ATTACHMENT 6.2

Tom Zinn <tzinn@zamsc.com>

Follow up on discussion about accesses

2 messages

tzinn@zamsc.com <tzinn@zamsc.com>

Sun, Aug 23, 2015 at 11:29 PM

To: Gary Kubic <gkubic@bcgov.net>

Cc: "tvaux@bcgov.net" <tvaux@bcgov.net>, Gerry Stewart <jstewart@bcgov.net>, "Bensch, Cynthia" <cbensch@bcgov.net>, Robert McFee <rmcfee@bcgov.net>, Eric Larson <el Larson@bcgov.net>, "Gruber, Joshua" <jgruber@bcgov.net>

Gary,

I forgot to address your comment regarding "but for" the County firing Cleland, the delay in constructing our accesses would even be greater.

My comments regarding your comment are as follows:

1. Since our contract is with the County, delays caused by Cleland, and/or T&H, and/or others should be irrelevant. E.g. We've entered into agreements to provide horizontal infrastructure as well as vertical infrastructure (e.g. leases for build to suits and existing buildings and spaces in buildings for hundreds of tenants) and I can't recall a single instance where any entity (or tenant) who could have had a delay in the delivery date would have accepted as the reason for the building or space not being delivered on time per the terms of the contract that a contractor or subcontractor or any of our other agents caused the delay.
 2. Further, at the first moment that we would become concerned that a delivery date may not be met in the delivery of a new building or tenant improvement package where we would have responsibility, we would take the initiative to communicate the concern that the delivery date could slip. As you know we received no communication from County personnel and learned of the potential delay from third parties.
 3. Similar to the oyster not being able to differentiate governmental stormwater from private sector stormwater, I believe that government should try to hold itself, to the standards of the private sector to the extent that the private sector's standards are higher e.g. in cases of the timing of the delivery of horizontal or vertical infrastructure.
 4. The timing of the delivery of our accesses was tied to the date of completion of the 170 project not to a date certain. I.e. there is no disagreement that if there is a year or two delay in the 170 project, having the same delay in the provision of the accesses is understood and consistent with our contract. Since ICE has been on the project for a long time and they rather than T&H will be redesigning or have redesigned the accesses, I know of no reason that ICE should not have been in position to have the County go out to bid on the accesses the day that Cleland was terminated on the 170 job, if not before.
 5. Having these accesses installed with 170 was the primary if not sole negotiated item in our settlement agreement as we accepted the appraised value of the County appraiser on all 9 parcels we owned south of the Bluffton Parkway.
- Thank you for considering the many reasons that we needed (and continue to need) to have these accesses installed in conjunction with the 170 widening project since there is plenty of work that remains to be done per my second email on Friday.

Best regards.

Tom

Sent from my iPhone

On Aug 21, 2015, at 5:47 PM, Tom Zinn <tzinn@zamsc.com> wrote:

Gary,

Thank you for helping to arrange and hosting the meeting in your Bluffton offices on Wednesday.

As discussed, perhaps as important in the short term as the intended subject matter of the meeting (i.e. 170 storm water issues) is the newly discovered fact that our Access and Design Changes including our three Accesses will not take place at the same time SC 170 will be constructed. Since it is anticipated that a week or more will be required for us to gather the suggested storm water information, I'll split apart a couple of the matters covered in our meeting that can be expeditiously handled separately. This email only addresses the 3 Crossroads accesses that we discussed.

As discussed Wednesday, our 2/13/13 Settlement Agreement (see attachment for your ready reference (Note: excludes prior access plans) provides that the 3 SC 170 encroachment permits that we had in hand long before 2/13/13 :

"must be modified to reflect a four (4) lane rather than a two (2) lane Highway including necessary median cuts with turn lanes on Access 4 (all the above to be known as "Design Changes"). (County) shall amend their construction plans to reflect the Design Changes and shall construct the Roadway in accordance with the Design Changes. Said construction of the Design Changes shall take place at the same time the County constructs all other South Carolina 170 Highway improvements."

The developer of the Walmart development and I met yesterday and discussed the ramifications of this delay in some detail. As discussed, neither he nor I nor to the best of our knowledge anyone on the Walmart team were aware that these accesses would not be constructed "at the same time" as the remainder of the 170 widening project until earlier this week.

Moving forward, we request that you advise your staff of our desire to be updated as quickly as practical of any and all changes regarding these accesses including but not limited to the anticipated timing of the delivery of the completed accesses, any and all changes to the plans, modifications to Encroachment Permits, accessibility to the site prior to the completion of the accesses (Note: the COO of T&H couldn't travel in his 4 wheel drive to the Walmart site because of storm water that was in uplands), etc., etc.

It is my understanding that the cost will now be materially higher to construct the accesses separate from the rest of the 170 project since 1. the unit pricing that the County had from Cleland was lower than now available (i.e., Cleland's unit pricing was set at the tail end of the recession), 2. there will be a new need for mobilization costs, 3. the efficiency of the lower pricing for the larger 170 job will no longer exist, 4. there will be a new need for crews and cones and other safety apparatus to direct traffic during the construction of these accesses (i.e., after the completion of the construction of SC 170) to attempt to minimize the impact on the health, safety and welfare of SC 170 travelers, etc., etc.

Thank you for looking into and considering asking your staff to prioritize this matter with direct communication to me
| with the updates as they occur.

Best wishes for a great weekend.

Tom

--
Thomas R. Zinn
President
Zinn Asset Management Corporation
843-705-9400
www.zamsc.com

<signed settlement agreement with exhibits part 1.pdf>

Tom Zinn <tzinn@zamsc.com>
To: Monica Sliva <msliva@zamsc.com>

Mon, Aug 24, 2015 at 5:02 PM

see me.

[Quoted text hidden]



ATTACHMENT 6.3

Tom Zinn <tzinn@zamsc.com>

Request for reimbursement of \$40,178.48 of work not to be performed on Parcel 8 Accesses 3, 4, & 5

9 messages

Tom Zinn <tzinn@zamsc.com>
 To: "Gruber, Joshua" <jgruber@bcgov.net>
 Cc: Kevin <smith.k@thomasandhutton.com>

Mon, Nov 23, 2015 at 2:29 PM

Josh,

Thank you for your timely response to my email below.

I respectfully disagree with your feelings regarding the subject matter. Please consider reconsidering for the following reasons:

1. Per our Settlement Agreement, Beaufort County, at its own expense and risk, was suppose to modify our Plans "to reflect a four (4) lane rather than a two (2) lane highway," therefore whatever cost the County incurred to do so should be totally irrelevant for this or any other purpose. i.e. the County's cost of the redesign was to be included in the \$428,840.00 that I paid to have the accesses installed. In your email below, you have advised that no consideration is due to me for the reduced scope of work since the "expense" of the redesign was greater than the reduced scope of work. Thus, I respectfully believe that you are double counting to the County's benefit the expense of the redesign which was also a part of the \$428,840.00 consideration for which I already paid and now nearly 3 years after our agreement also is proposed to be in the redesign cost which is being argued to offset the reduced scope of work.
2. The bottom line is that I believe that the "safety" requirement and scope of the job was compromised by shortening the taper and the storage length and eliminating the 24" curbing. i.e. The analogy is that I paid for a Cadillac and the County now intend to deliver to me a Chevy without a reimbursement of the premium that I paid for the Cadillac.
3. Clearly, just as reducing the 5 stormwater elliptical pipes to 1, the sole purpose to reduce the scope of work per paragraph 2 above appears to be to reduce its cost to complete the accesses and the SC 170 project. In this case, the County is proposing that the "value engineering" be born 100% at my cost and expense.
4. The Settlement Agreement clearly provides that the County was to amend their construction plans to reflect the "Design Changes" shown on our exhibits to the settlement agreement i.e. and not to re-design the accesses to pay for the cost of the "corrective re-design actions"
5. Finally, I agree that the cost to install these accesses will be much, much more expensive to the County than what they would have been had the County constructed the accesses "at the same time the County constructs all other South Carolina 170 Highway improvements." What was envisioned by all parties to be a simple change order with pre-agreed incremental pricing that was in place with Cleland is now replaced by the laborious, time consuming, and expensive process of constructing accesses with a new engineer, a new contractor, new mobilization costs, small batch pricing on the asphalt, etc., etc., etc. I believe that it is unfair that I be penalized and be asked to help subsidize the cost for the multitude of costly problems that the County had with its agents including its prior engineer and contractor when I played no role in the problems between the County, and its former engineer and its former contractor.

Thanks for considering.

Tom

On Mon, Nov 23, 2015 at 9:25 AM, Gruber, Joshua <jgruber@bcgov.net> wrote:

Tom,

I have reviewed your below correspondence and am providing the following response:

remedied as suggested above.

ATTACHMENT 6.5

5/15/2016 EMAIL TO G. KUBIC

3. Perform maintenance to existing east/west ditch west of pond just south of pond in same manner as described in #2. (see #8 of my 12/18 email).

4. I continue to believe that the clear unambiguous language in our Settlement Agreement ("SA") (i.e. that the construction of the accesses was to take place "at the same time the County constructs all other SC 170 Highway improvements") as well as your (i.e. including the SC 170 County construction team per weekly meetings with Cleland, T&H, ICE, and lots of others) and my intention when signing our 2/13/2013 Settlement Agreement ("SA") was to have the accesses and conduits constructed "at the same time the County constructs all other SC 170 highway improvements" and not after the SC 170 project as defined by all of the County reports, County personnel's representations to Council, the Press, and others was 99+% complete. To take the position that "the SC 170 job is not complete" since the accesses and perhaps a few minor punchlist/warranty matters may not be complete would make it 100% impossible for the County to ever be have been required to install the accesses "at the same time the County constructs all other SC 170 Highway improvements" if it so desired not to do so. To summarize, 1.) the County position appears to be that project is not complete until the accesses and the conduits are installed and 2.) the County has no obligation to complete the accesses and the conduits until the project is complete. I can assure you that there is no dis-ingenuousness to our belief that your and my intention at the time of our contract signing in addition to the clear unambiguous words of the SA was to not put me in this "Catch 22" position. (see #17 of my 12/18 email)

← BIZARRE LOGIC

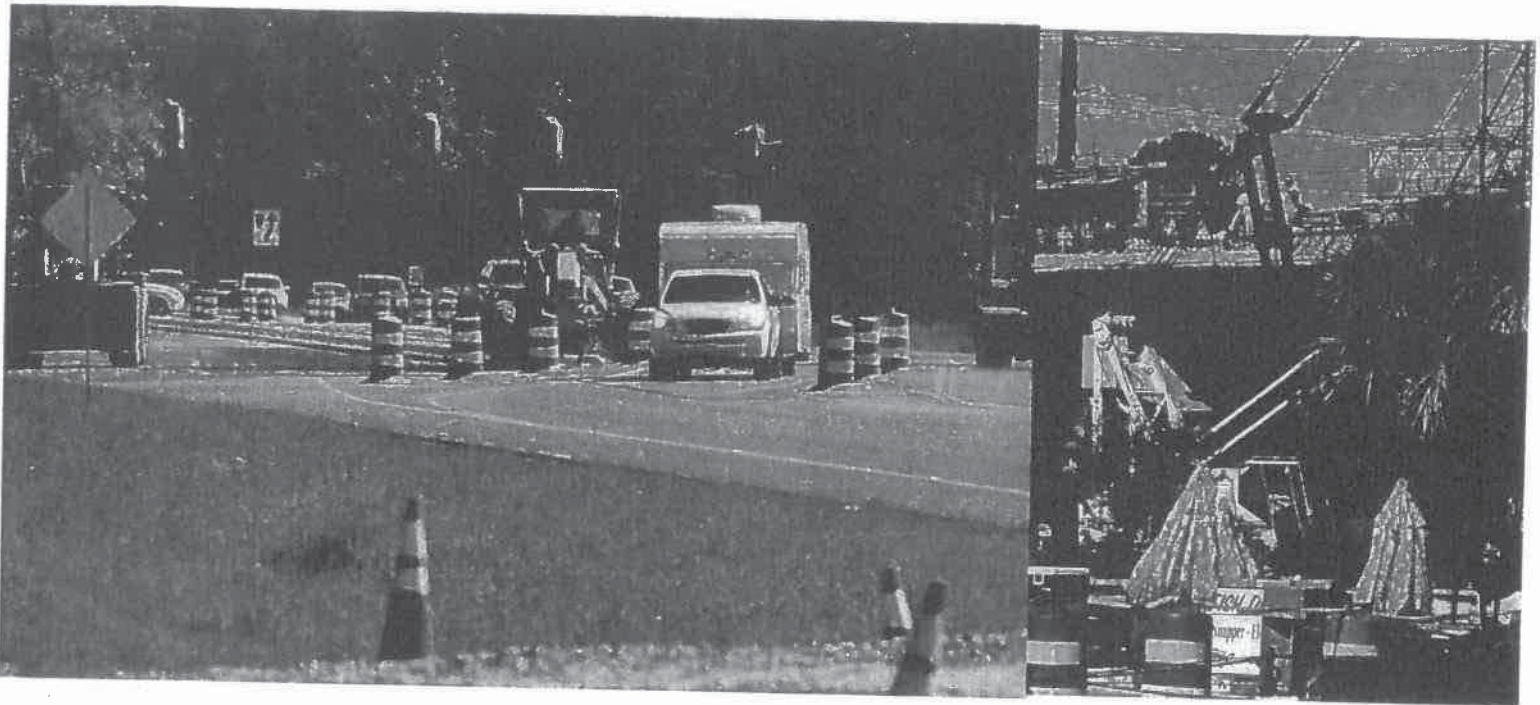
NO LONGER IN CATCH 22. NOW JUST
NO ~~CONDUITS~~ CONDUITS.

5. I further believe that it is unconscionable for the County to place us in the position of having to bring in the necessary conduits and utilities to our sites at our costs to be able to develop our sites with the result that the County does not have to spend the \$50K we gave the County to have these conduits installed "at the same time the County constructs all other SC 170 Highway improvements". Specifically, I believe that for the County to keep the \$50k or so we paid for the conduits to get installed "at the same time" as the SC 170 construction (and not afterwards) without the expenditure of any of the money we gave the County is beyond unconscionable. Specifically, if our SA is interpreted as suggested, the County would be permitted to just keep the \$50k that we gave it for the conduit installation directly or indirectly (i.e. without credit by the utilities for our installation) by forcing us to bring our utilities to our sites at our cost or not have a project or sell property. Further, the whole reason as documented by lots and lots of emails before, during, and now after construction was to have all of the SC 170 conduit crossings, as well as the accesses, take place "at the same time" as the widening since the cost (as well as safety risks, inconvenience, and other considerations that were to benefit the users of SC 170) would be much, much lower if done "at the same time" and much, much higher afterwards. (see #20 of my 12/18 email) Further, the marketability and value of our real estate is materially enhanced if we can state that "all utilities are to the site" rather than saying that the County is obligated to bring the utilities to the site but there is no requirement for them to do so within any time-frame.

SC 170 project limps past another deadline; June completion expected

HIGHLIGHTS

Almost a year overdue, the ongoing S.C. 170 widening project will now be finished in late June or early July, Beaufort County officials say.



< 1 of 4 >



By ZACH MURDOCK - zmurdock@islandpacket.com

Almost a year overdue, the ongoing S.C. 170 widening project will now be finished in late June or early July, Beaufort County officials say. The project has limped past four deadlines over the past year -- most recently at the end of March.

The delays are infuriating residents and county officials alike.

"I don't think it's any surprise to say that we've been frustrated at the pace the project is moving forward," deputy county administrator Josh Gruber said Friday. "We would love to see it completed sooner rather than later and are trying to work with (the contractors) closely."

Once complete, the work will expand the highway from two to four lanes between S.C. 46 to U.S. 278 in greater Bluffton.

Despite the delays, the \$15-million project led by contractor Cleland Site Prep remains on budget, county traffic engineer Colin Kinton said this week.

"They've still got a lot to do," Kinton said. "(The budget) is getting pretty close, but based on our projections, there still should be sufficient funds left."

Still on Cleland's to-do list are curb and gutter construction along the highway's median, laying an asphalt base on portions of both directions of the highway, new lane shifts for paving and guardrail installation, Kinton said. The company must also finish repairs to the traffic signal at Bluffton Parkway and S.C. 170 and install a new traffic signal at Sun City Boulevard and S.C. 170, he added.

Only after all of those items are completed can paving contractor Preferred Materials lay the final layer of asphalt on the 4.5-mile stretch, Kinton said. The county then will construct a new traffic signal at the highway's intersection at Mill Creek Boulevard and Gibbet Road, he said.

Attempts to reach Cleland

The county has heard reports that work is being done at the

Trump slams door on refugees.

Help innocent families now.

DONATE NOW



ay that it appears little

* It appears disingenuous and hypocritical to penalize others for delays measured in weeks and take no responsibility for its own wilful delays measured in years.

However, there have been no major snags or problems with the project this spring beyond a slow pace, they said.

County administrator Gary Kubic and engineering director Rob McFee have pressed Cleland to work faster, but there isn't much else they can do, they have said.

The county already is penalizing Cleland for each day the project is past deadline. Those penalties will be taken from the retainer the county holds for the project, said Gruber, who is also the county attorney. That money will reimburse some of the extra costs the county is paying for now, such as state inspectors' time overseeing the construction, McFee and Gruber said.

The widening project is being paid for with a mix of federal, state and county funds, with the county's share coming from a 1 percent sales tax for transportation projects approved by voters in 2006.

Construction has been plagued with problems for more than a year, including an accidental cut to a Hargray Communications cable along the highway and a surprise asphalt design change that drove up costs by about \$732,000.

County leaders had expected the project to come in well under its original budget because of initial stormwater and utility revisions, but that will not happen now, leaders said.

Had the county realized any savings with the project, it could have diverted those funds to other 2006 sales tax projects -- namely the Bluffton Parkway flyover, leaders have said.

Follow reporter Zach Murdock on Twitter at twitter.com/IPBG_Zach and on Facebook at facebook.com/IPBGZach.

Correction: This article has been updated to reflect the correct location of a new traffic signal being installed near Sun City Hilton Head as part of the S.C. 170 widening project. The initial story said that the signal would be located at Del Webb Boulevard.

Related content:

- SC 170 completion in Bluffton delayed -- again, Dec, 14, 2014
- Father of 2-year-old killed in SC 170 crash, Aug. 17, 2014
- SC 170 widening project further behind schedule; all lanes to open by end of year, Aug. 15, 2014
- Beaufort County should not have to pay if costs for widening SC 170 increase, officials say, April 18, 2014



MORE BUSINESS

SUGGESTED FOR YOU

COMMENTS

0 Comments

Sort by

 Add a comment...

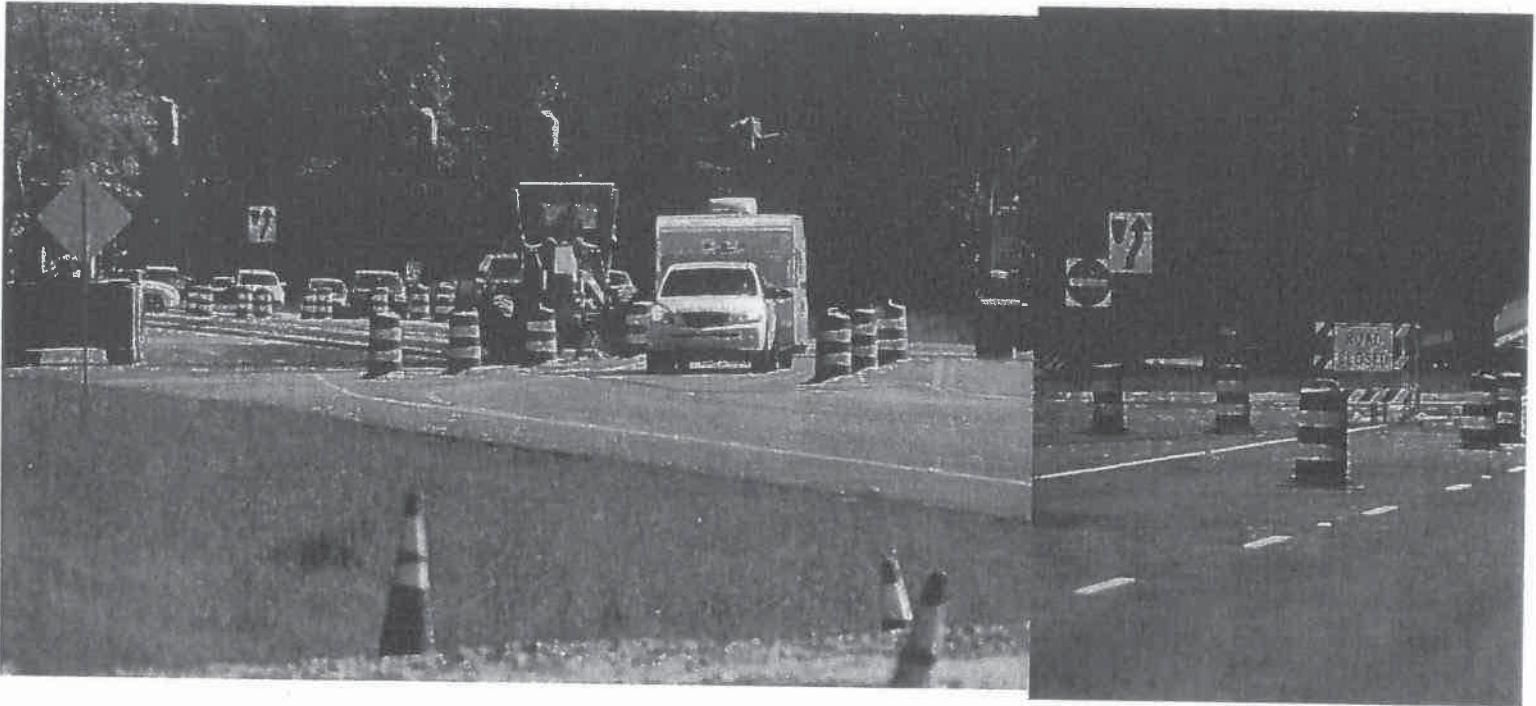
Facebook Comments Plugin

Trump slams door on refugees. Help innocent families now.



BEAUFORT NEWS NOVEMBER 21, 2015 6:27 PM

The SC 170 debacle: How the widening cost nearly \$1.7 million more and came in late



◀ 1 of 3 ▶



BY ZACH MURDOCK
zmurdock@islandpacket.com

In 2012, Beaufort County embarked on a \$15 million, voter-approved project to widen S.C. 170 to four lanes in greater Bluffton.

But one big mistake was made at the onset.

Because S.C. 170 is a state road, improvements needed to meet state standards. Instead, a confused subcontractor working for the project's engineering firm designed the project only to meet county standards.

County and state engineers did not realize the mistake until months into the project, forcing a massive redesign after work on the main artery that connects Beaufort to Bluffton was already underway.

It was the first of a series of costly mistakes and unanticipated delays that ultimately led to the construction wrapping up 16 months behind its original completion date and almost \$1.7 million over its original price.

THE SC 170 DEBACLE: DELAYS ALSO PLAGUING BLUFFTON PARKWAY FLYOVER, BOUNDARY STREET PROJECTS

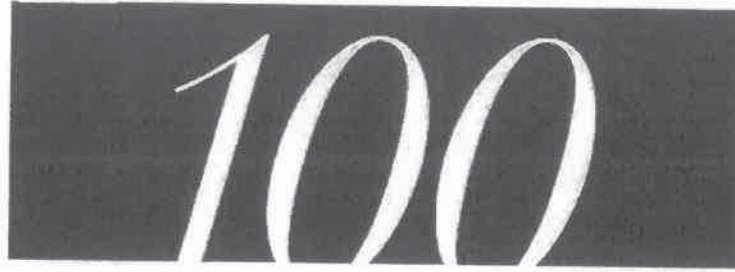
The S.C. 170 missteps is proof of a pattern that has come to characterize major infrastructure projects undertaken by the county, according to some of the county's current and former leaders.

Delays, cost overruns and construction fights have plagued the expansion of the J.E. McTeer Bridge, the soon-to-begin Boundary Street

construction, the frontage road near Berkeley Hall and the still-pending improvements at the entrance to Windmill Harbour on Hilton Head Island. Now the Bluffton Parkway flyover project is facing its own delays.

ADVERTISING

Learn more



Beaufort County Councilwoman Cynthia Bensch puts the blame on county administration — engineering director Rob McFee; deputy administrator Josh Gruber and county administrator Gary Kubic

“You thought this was good planning? You thought this was good traffic engineering?” Bensch said. “I know these (county) guys have degrees and they’re experts in this, but some of these things in the private sector wouldn’t be up for debate. They’d be a joke.”

County council member Rick Caporale agrees. He and Bensch say they have conducted a review of the S.C. 170 project and talked at length with the construction company, Cleland Site Prep, that was hired by the county to do the work.

“The picture that emerged was a massive, massive lack of communication that suggested some kind of weird confusion,” Caporale said. “It just seemed to me that nobody was up to the challenge on the S.C. 170 job. And I say that mostly about the county and the county’s (hired inspectors.)”

Meanwhile, county administrators have pointed the finger at Cleland Site Prep and the engineering firm, Thomas and Hutton, for the delays. The two firms have pointed their fingers back at the county.

For months, the county and the two firms have negotiated behind closed doors on just who is responsible for which delays, with the county demanding \$2.8 million back from the contractors.

A settlement was finally signed Nov. 12:

- Cleland Site Prep agreed to let the county keep \$452,000 of the \$1.52 million the county withheld from the company since it was fired from the job this summer. The remainder will be paid to Cleland for the work completed.
- The county has rescinded its termination of Cleland, restoring the contractor’s standing with its bonding company. In exchange, Cleland agreed not to pursue any action against the county for erroneous project designs and delays.
- Formal settlements also are being negotiated with Thomas and Hutton, as well as inspectors hired to help manage the project. But they are not yet complete, said county administrator Gary Kubic.

Kubic and other county administrators admit the projects had hiccups. But they contend that delays and changes are typical of projects the scale and cost of the S.C. 170 improvements.

In fact, only 42 percent of state-managed roads projects were completed on time between May 2014 and May 2015, according to a S.C. Department of Transportation presentation. Only

19 percent of those projects during that time were completed within their original contract value.

Including the county’s effort to purchase right of ways for the expanded highway, the S.C. 170 project — despite the construction overruns — actually comes in almost \$1 million under its total

\$26 million budget, Kubic noted.

“What should be the reasonable expectations for how those projects should be carried out?” Gruber said. “Part of it may be inherent in the type of projects themselves — to some extent this is just what happens. They’re extremely large, incredibly complicated projects. If those conclusions were easily drawn, we’d be doing stuff differently.”

PROBLEMS FROM THE BEGINNING

Efforts to widen S.C. 170 to four lanes between S.C. 46 and U.S. 278 began 10 years ago as development began to boom in the area.

In 2006, voters approved a measure to raise about

\$152 million by increasing the local sales tax by one percent for a series of 10 highway and infrastructure projects. The total cost of the improvements would be around

\$300 million, to be supplemented by development impact fees and state and federal grants.

But the economic downturn threw a wrench into the plans for all of the projects, decimating expected impact fees and leading the county to borrow more money from the State Infrastructure Bank.

It wouldn't be until the summer of 2012 that the county finally bid the S.C. 170 project and hired Okatie-based Cleland Site Prep on a contract for just under \$15 million for the construction, according to county records.

Cleland and the county's chosen engineering firm, Thomas and Hutton, of Savannah, were long-time county partners, with long track records on public stormwater reviews, traffic engineering and construction projects — most without blemish, county administrators said.

But it wouldn't take long for the problems to begin with the S.C. 170 project.

A required state permit had to be applied for twice after state environmental officials asked Thomas and Hutton for additional information and changed state forms, leading to a 91-day delay.

Late out of the gate, Cleland leaders began to raise questions about whether or not Thomas and Hutton's designs actually met state asphalt standards — which are set through a complicated calculation that measures the strength of the materials being used and sets a minimum threshold.

In May 2013, Thomas and Hutton admitted the error. The road designs needed major revisions to account for the state standards and still remain within budget, according to county records of the weekly discussions held over those months.

Behind the scenes, Thomas and Hutton this fall blamed the error on a subcontractor that helped design the road's specifications, confused about whether to meet county or state standards, Gruber said of the settlement negotiations.

Thomas and Hutton refused to comment for this story.

"It's not so simple as a three-inch line on a blueprint instead of a two-inch line. It's a mathematical calculation," Gruber said. "You can't just look at the plans and see it's wrong. You'd have to recalculate all of the specs.

"It went through us and DOT," he continued. "It had several sets of eyes on it before somebody realized (the error)."

Over the summer in 2013, the teams of engineers would go back and forth on the calculations, eventually adding one additional inch of asphalt to the design. The addition would cost an extra \$732,000, according to county documents.

ERROR: Unable to read your Google Spreadsheet. Make sure you have published it to the web.
Timeline configuration has no events.

Other problems also arose in 2013 when Cleland leaders threw up several red flags that the design revisions would leave them unable to perform some of the work in the order in which it needed to be completed. Cleland also pointed to delays in utility relocation that slowed construction progress.

“The plans issued as part of the contract documents provided a Staging Plan which dictates the order of construction,” Cleland wrote to county officials in September. “These delays impacted the completion of Stage 1 which impacted the start dates for Stages 2 thru (sic) 4.”

But county and Thomas and Hutton officials countered that Cleland could have performed an array of preliminary clearing and grubbing work while the revisions were crafted and utilities moved.

It would not be until April 2014 — just weeks before the project’s original anticipated completion date — that County Council formally approved a slew of change orders for the improvements, totaling \$1.2 million in additional costs. Those changes included \$732,000 for the additional inch of asphalt to meet state standards, according to county records.

“I was upset,” said Beaufort County Councilman Jerry Stewart, who represents the Sun City Hilton Head area. “I said, ‘Look, is this it? Are you going to be done? You haven’t been doing anything out there.’ They said, ‘Absolutely. We’re going to start tomorrow. We’re going to get this job done.’ Obviously that didn’t happen.”

To help keep the project on budget, county leaders abandoned their original stormwater plan for the flood-prone area along S.C. 170. They chose not to relocate a water and sewer line. And instead of laying underground pipe, they chose to dig ditches along the highway, according to McFee and project documents.

While Gruber and county stormwater manager Eric Larson say the ditches will convey the same amount of water away from the area as pipes would have, others say the improvements are inadequate to handle the future stormwater needs of the fast growing section of Bluffton.

Councilwoman Bensch and developer Tom Zinn argue the newly expanded highway is already adding to existing stormwater problems on Zinn’s property at Bluffton Parkway and S.C. 170, where a new Walmart Neighborhood Market is planned.

“We continue to have standing water in pockets, swales and large areas virtually everywhere along S.C. 170 and onto our property, including our uplands, and several of our trees are already dying,” Zinn wrote to county leaders in September. “This is creating a very, very unsafe condition for people driving on S.C. 170.”

Go deeper, read the documents:

No preview available

A BUMPY ROAD

As the widening project missed deadline after deadline last year, it became clear that the road work done to date was not up to snuff.

For months, drivers traveled on the base layer of asphalt Cleland had installed — a common construction practice which is safe for a time. But the road became marked with potholes and raveling, according to project plans and complains from commuters.

How that damage came to be became one of the project's biggest points of contention.

Cleland argued the problems stemmed from bad designs, while the county said the base layer of asphalt failed because it was exposed to traffic and weather for too long.

From January to the end of May 2015, inspectors noted the damage and officials from all parties involved spent months debating the cause and solution of the problem, according to project documents.

In the ensuing weeks, the sides went back and forth about costs for additional asphalt needed to fix the problems while actual work on the site ground to a halt.

On June 16, just as an \$864,000 price was agreed to, the county fired Cleland from the project, setting into motion major penalties for Cleland with its insurance company and the delay of other state road projects to ensure the completion of S.C. 170.

"Ten to 12 months of the holdup on the job are directly and undisputedly county issues," Cleland Site Prep President Avery Cleland told The Island Packet after the company was fired in June. "All of which they knew at bid time, and all of which (we as) the contractor did not know."

Repeated attempts to reach Cleland over the past month were unsuccessful.

The project went on to substantial completion by the end of July while setting off a battle between furious county administrators and stubborn Cleland officials who insisted on passing the blame to each other.

NOTE: DATE OF ARTICLE WAS 11/21/2015

In September, the county issued a demand letter to Cleland and Thomas and Hutton for \$2.8 million to recoup the costs of the delays and additional asphalt and time spent working. The sum includes a \$540,000 penalty for the delay past Nov. 2014.

Cleland has argued that he was not given the appropriate deadline extensions given delays in the drainage and pavement redesigns — delays the company contends held construction back by 486 calendar days, according to Cleland's settlement rebuttal.

Earlier this month, the county and Cleland settled their fight without a court battle.

"Did we have frustrations? Did we pull our hair out? Absolutely," Gruber said earlier this month. "It sucks, but liquidated damages makes up for not being able to use the road. We can't go back in time and open it earlier." **IT SHOULD NOT MATTER WHETHER THERE'S A LIQUIDATED DAMAGES PROVISION. THE WILFUL DELAY CAUSED PARCEL 8 TO NOT BE ABLE**
With the road finished and the fight over, Councilman Stewart is just happy he's only hearing complaints about the speed limit in the area instead of more construction woes, he said with a laugh last week.

To develop

"The road is functioning now, and I think people are happy with the final product," Stewart said. "But it was miserable. I can't believe how long it took. I can't believe all the changes. It was disgusting. But now that it's over, put it behind you, get on, move on with life. There are other challenges out there now."

Follow reporter Zach Murdock on Twitter at twitter.com/IPBG_Zach and on Facebook at facebook.com/IPBGZach.

Related content:

- Work to finally complete SC 170 begins Monday, July 5, 2015
- Officials promise to finish SC 170 project this summer, despite county vs. Cleland fight, June 17, 2015
- County fires Cleland Site Prep from long-delayed SC 170 project, June 16, 2015
- Recent rains lead to flooding on newly widened SC 170, June 3, 2015
- SC 170 project limps past another deadline; June completion expected, April 24, 2015

RELATED CONTENT

- Editorial: Public funds wasted in project missteps



MORE BEAUFORT NEWS




SUGGESTED FOR YOU

COMMENTS

15 Comments

Sort by

Add a comment...

- 
Harley Griffith Lofton III
 Perhaps some of the anarchy at play here could be eliminated by having a strong, centralized state highway department that actually assumes ultimate responsibility for the planning, contracting and execution of expansions/improvements of STATE roads? I realize that every state is different but isn't such micromangement (interference) by county officials just a recipe for disaster and even corruption? In other states where I have lived counties request improvements and the state consults with local authorities but controls the process and outcomes ---- apparently far more efficiently.
 Like · Reply · Nov 25, 2015 7:51am · Edited
- 
Steven M. Baer
 The County folks who did so well on our road projects will now tackle trash collection. The real problem is that most of County Council will not argue with Gary Kubic, and most of Council seem fire-proof because their constituencies will not vote them out. Look at Sun City and Gerry Stewart, Sea Pines and Stu Rodman, and Beaufort and Paul Sommerville.
 Like · Reply · Nov 23, 2015 8:05pm
- 
Cynthia Bensch
 In July 2015 the extra asphalt C.O. was signed, after Cleland was fired.
 Like · Reply · Nov 23, 2015 7:37am



Robert Molaison · Bluffton, South Carolina

Stewart says "But now that it's over, put it behind you, get on, move on with life. There are other challenges out there now." You are right Stewart, and the first challenge is to get rid of all the arrogant, self centered egotistical council members that don't give a crap about anything except themselves. County Council has wasted taxpayer money for far too long. When are the taxpayers going to wake up??

As far as County administration...These are people being paid hundreds of thousands of dollars to do a job. They have no idea what they are doing. How do they keep their jobs?

Cynthia.. H... See More

Like · Reply · Nov 23, 2015 6:10am



Don Smith · Dalzell, South Carolina

<http://www.lowcountrynewspapers.net/archive/node/158670>

Like · Reply · Nov 23, 2015 10:37am



Cynthia Bensch

Yes there's incompetence, deceit, illegalities and protection of the status quo, the public has no idea how much money we waste, and the Chairman picks the same Chairmen for ten, twenty, thirty years plus, and most CC members even commended the administrator in his recent evaluation.

Like · Reply · Nov 22, 2015 8:54pm



Tommy O'Brien · Owner-Operator at O'Brien's Professional Auto Service

Rick Caporale, Cynthia Bensch, Steven M Baer,, Did any of you know tyhat Robert McFee was previously employed by SCDOT?? How is it he did NOT know that the design did NOT meet State DOT Specs?? It is because he is Imcompetent!!

Like · Reply · Nov 22, 2015 7:55pm



Rick Caporale · District 8 Representative (formerly District 1) at Beaufort County Council

Well that would explain some things about SCDOT, wouldn't it? How is it that NO ONE KNEW the design was wrong? To the layman, it's flat out unbelievable. Then again, look at what the educated auditors and certified accountants had to say about all those Wall Street firms just BEFORE they failed. We live in a corrupt world, Mr. O'Brien. Most folks will rationalize anything that protects their paycheck. The dishonesty trickles down from the top, just like everything else.

Like · Reply · 2 · Nov 22, 2015 8:31pm · Edited



Tommy O'Brien · Owner-Operator at O'Brien's Professional Auto Service

Rick Caporale , You are so correct about Corruption.. At all Levels. Even Social Clubs! And I get in trouble for Exposing it!!

Like · Reply · Nov 22, 2015 8:37pm



Steven M. Baer

Yes we knew exactly where he came from. The problem is that most of County Council is afraid to toss with Gary Kubic.

Like · Reply · 1 · Nov 23, 2015 8:02pm



Terry Yeager · Full Sail University

All this to say and mention why Beaufort can no longer support and pay for insurance benefits to their highly trained, highly devoted, underpaid 911 workers of the county.....because of no money.....just sayin. And we allowed Kubic to stay, or sign on to an extended term in his office recently?....

Like · Reply · 1 · Nov 22, 2015 6:41pm



Don Smith · Dalzell, South Carolina

<http://www.lowcountrynewspapers.net/archive/node/158670>

Like · Reply · Nov 23, 2015 10:49am



Cynthia Bensch

Why did the County pay \$60 thousand dollars a month to Inspection Engineers I.C.E. to oversee the 170 project, and when I FOIA'd information for reports of any failures of Cleland to perform on their contract, I did not receive one report from the County or I.C.E?

Why didn't County engineers know the design plans were wrong for a State road?

How much did the County save by eliminating the Stormwater pipes?

What will it cost to add them under the six-lane highway in the future?

When are the ditches going to be dug along 170 for the Stormwater?

Why didn't the County Council Chairman have an inquiry as to why the County engineer's did not attend the 170 weekly progress meetings they were supposed to so they could report on every aspect of this project?

Like · Reply · Nov 22, 2015 2:42pm · Edited



Tommy O'Brien · Owner-Operator at O'Brien's Professional Auto Service

Cynthia Bensch,,Rick Caporale, Cynthia Bensch, Steven M Baer,, Did any of you know that Robert McFee was previously employed by SCDOT?? How is it he did NOT know that the design did NOT meet State DOT Specs?? It is because he is Imcompetent!!

Like · Reply · Nov 22, 2015 8:38pm



Jim Bequette · Group Controller at Westinghouse Electric retiree

The 2006 referendum penny tax road projects were a total disaster in lack of planning. Even though some of the projects didn't start for several years, the estimates did not include inflation which is standard practice for anyone who knows project estimating. Also they didn't even have a plan for the south end of the Bluffton project for at least six years.

The Bluffton Parkway is the worst financially. The south end is now more than \$83 million as of July, and they can't do the north end because they are out of money and looking for \$40 million. THAT WOULD BRING THE PROJECT TO MORE THAN ... See More

Like · Reply · 2 · Nov 22, 2015 11:29am



Rick Caporale · District 8 Representative (formerly District 1) at Beaufort County Council

The article never mentions I.C.E., the management firm County hired to oversee daily operations. We paid them thousands for a dull performance, and now they have been given the oversight of the big project in Beaufort. The Packet FOIA'd the details of the financial settlement but chose not to publish them, except for Cleland's share. Yet Cleland was the least of the culprits in this mess

Like · Reply · 2 · Nov 22, 2015 10:56am



Tommy O'Brien · Owner-Operator at O'Brien's Professional Auto Service

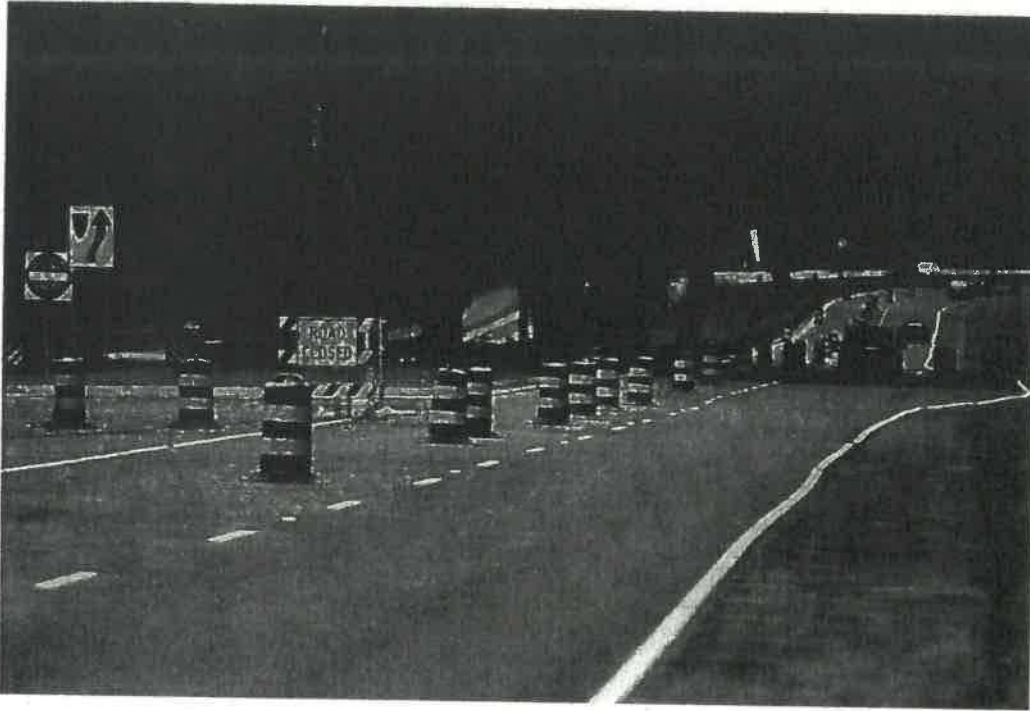
Rick Caporale, Cynthia Bensch, Steven M Baer., Did any of you know tyhat Robert McFee was previously employeed by SCDOT?? How is it he did NOT know that the design did NOT meet State DOT Specs?? It is because he is Imcompetent!!

Like · Reply · Nov 22, 2015 7:56pm

[Load 5 more comments](#)

Facebook Comments Plugin

Editorial: Public funds wasted in project missteps



ISLANDPACKET
newsroom@islandpacket.com

Just two things are clear about the S.C. 170 widening project that finished more than a year later than anticipated and cost almost \$1.7 million more than estimated.

First, there is plenty of blame to go around. Beaufort County, contractors Cleland Site Prep and Thomas and Hutton, and the S.C. Department of Transportation all managed to mess up some aspect of the project.

Secondly, the public is the loser. All of the oversights and missteps meant additional public dollars had to be shelled out to get the project back on track.

ADVERTISING

PARCEL 8 PAID FOR \$428,840 OF THE \$1.7M SINCE NO PARCELS
IMPROVEMENTS TOOK PLACE PRIOR TO THE SC170 WIDENING COMPLETION

* (i)

Problems started when a subcontractor, working for Thomas and Hutton, failed to design the new road to meet state standards. Instead, it was designed to county standards.

While Thomas and Hutton must take the blame for the original error, county and state officials also failed to realize the error for months. Ultimately, the project had to be redesigned while road work was already underway.

From there, other problems started piling up such as traffic along S.C. 170 during the morning rush hour. And a finger-pointing game between the project's players got underway that is so convoluted that we doubt we'll ever be able to tease out who is truly responsible for which problem.

We'll likely never be able to say for sure, for example, whether Cleland Site Prep had legitimate reasons to be delayed in conducting certain aspects of the work or whether the county is the one with the legitimate claim, contending that Cleland was sitting on its hands.

And it's an equally murky picture on whether drivers should have been allowed to travel on the initial layer of asphalt for as long as they did. All that can be said with any certainty is the traffic caused potholes and led to additional repairs -- paid for with the public's money.

And we're not yet ready to simply shrug and move on because two other major projects have also hit delays.

The \$38 million Bluffton Parkway flyover at U.S. 278 near the bridges to Hilton Head Island is several months behind schedule. It was to be completed this month.

And construction on the Boundary Street project in Beaufort is supposedly about to begin, years after it was to get underway. That job will be front-and-center on one of Beaufort's main arteries and it must be done right and not drag along behind schedule.

Each of the projects has its own set of circumstances, making it hard to learn from experience. But we know from these jobs and others over the years that constant vigilance by the local or state governments does not require micromanaging contractors.

We know that the public will need to be constantly informed during the work on Boundary Street.

Speed bumps are expected. Train wrecks are not.

RELATED CONTENT

- The SC 170 debacle: How faulty plans, meager progress and angered egos delayed the widening project more than a year



MORE EDITORIALS

SUGGESTED FOR YOU

COMMENTS

1 Comment

Sort by



Add a comment...



Steven M. Baer

Consider also the Rt 802 projects which were hugely over budget for similar reasons. They were started first (for what I have heard were political reasons) and, due to their over-runs, sucked funds out of all the following 1% sales tax projects. If one were a gambler it would be good to always bet against the time and budget estimates of the Beaufort County people managing these projects. Think carefully about that when you are asked to vote for a new set of 1% projects.

Like · Reply · Nov 21, 2015 9:45pm

Facebook Comments Plugin

How Boston Grads Are Disrupting The Auto Insurance Industry

List of Other Considerations Arising from Staff's 3/23/2020 Email

1. All \$35,000+ moneys spent by County on legal fees for litigation shown on the Schedule attached to Staff's 3/26/2020 email were 100% wasted moneys. Parcel 8 had a SC 170 access (i.e., Bulltomb Road) to and from its 28 upland acre Buckwalter Crossroads North parcel. The County closed the Bulltomb Road access. Parcel 8 and the adjacent property owner proposed having shared access to replace the Bulltomb Road access that Parcel 8 had taken and the Bufflehead Road access that adjacent property owner had. The County refused. The Mediator quickly convinced the County that the County should provide the shared access (i.e., a relocated Bufflehead Lane) that Parcel 8 and the adjacent property owner had long been requesting. Bottom line: The County wasted \$35,000+.
2. Parcel 8 accepted the initial valuation of all eight of Parcel 8's parcels acquired by County south of the Bluffton Parkway, so virtually no legal expense should have been incurred with the acquisition of these eight parcels and Parcel 8 received no moneys in excess of the County's initial offers for the takings.
3. Another expense listed is \$4,030.00 paid to Bowman Consulting. County Staff hired Bowman. Bowman made great recommendations to the County including "the County should consider communications issues that arose during the course of this project in future large Capital Improvement Projects." Why was, no effort was made by the County to follow any of Bowman's recommendations which would have been to the benefit of the County, including but not limited to the "communications issue"? Regardless, I don't think it is appropriate to effectively use the cost of this Report as an expense creating any value to Parcel 8.
4. The assurance that water and sewer is available to a property greatly improves the marketability of property. Without this assurance for 5+ years, it was impossible to develop and virtually impossible to market the property. The financial impact to Buckwalter Crossroads was enormous and many times greater than the other numbers discussed herein. Details are available upon request.
5. Why was "whether or not the County paid more than Parcel 8 paid the County" the determinant factor used in Staff's 3/23/2020 email in deciding whether Parcel 8 is owed money?

The fact is that the County is and has been in default for over 5 years in its obligation to complete the improvements "during" the SC 170 widening. Why would this be deemed irrelevant? Why would there not be consideration of the harm done to Parcel 8 by the delays in the provision of the accesses and especially the 5 year delay in the provision of the critical BJWSA water and sewer casings?

Has anyone on Council or Staff ever heard of a situation where the defaulting party took the position that they should be excused of defaults on performance and pay for none of the consequences for the blatant lack of performance on a clear and unambiguous contract to the extreme detriment of the non-defaulting party (e.g., the unnecessary cost overruns) resulting

from the willful default of not performing per the clear, unambiguous terms of the contract, including but not limited to, the items that were to be performed and timing of performance?

6. Perhaps most importantly from Parcel 8's regards, the money/time/energy Parcel 8 totally wasted as a result of the long undisputed defaults and delays of the County was enormous.

AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

ATTACHMENT 9

This Amendment to Settlement Agreement is entered into this ___ day of June, 2020, by and between the County of Beaufort ("BC") and Parcel 8B, LLC and Parcel 8C, LLC (together "Parcel 8").

WHEREAS, Parcel 8 paid BC \$428,840 and BC agreed to design certain changes of SC 170 and to install certain accesses, casings and conduits "during the SC 170 widening" pursuant to a Settlement Agreement dated 2/13/2013 ("Settlement Agreement"); and

WHEREAS, BC did not install the accesses, casings, or conduits as provided in the Settlement Agreement, and did not install any of the accesses, casing or conduits "during" the widening; and

WHEREAS, the BJWSA casings were installed in an entirely different location than agreed, and an electric conduit and a telecommunications conduit were never installed; and

NOW, THEREFORE, for and in consideration of the following promises and duties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree to the following:

1. Upon execution of this Agreement, BC agrees to pay \$40,000 to Parcel 8.
2. Parcel 8 releases and forever discharges BC from any and all claims, demands, damages, actions, causes of action or suits which relate to the accesses, casings or conduits provided for in the Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Settlement Agreement, intending to be legally bound, on the date set forth above.

WITNESS

PARCEL 8B, LLC

A South Carolina limited liability company
By: Zinn Investments III, LLC
Its: Managing Member

By: _____
Thomas R. Zinn, Manager

WITNESS

PARCEL 8C, LLC

A South Carolina limited liability company
By: Zinn Investments III, LLC
Its: Managing Member

By: _____
Thomas R. Zinn, Manager

WITNESS

BEAUFORT COUNTY

By: _____

Its: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Discussion of Hilton Head Island convenience Center

Council Committee:

Public Facilities Committee

Meeting Date:

May 18, 2020

Committee Presenter (Name and Title):

Requested by Councilmember Covert

Issues for Consideration:

Options for continuing operations of the Hilton Head Island convenience center.
Option 1. MOU/IGA with the Town of Hilton Head to pay for the cost of operating the center
Option 2. Provide an end date to County operations of the convenience center

Points to Consider:

Cost to county operations for providing the service impacts the county's general fund. Town of Hilton Head recently eliminated \$3.2 million dollar payment for sheriff services having a material detrimental impact on the county's general fund.

Funding & Liability Factors:

General fund operations are tight under the current circumstances. There is no legal requirement that the county operate a convenient center for the Town of Hilton Head.

Council Options:

1. maintain the status quo
2. enter into an MOU/IGA with the Town and receive payment for the services
3. provide an end date to the Town and eliminate the service at that location

Recommendation:

Staff recommends either option 2 or option 3.