



Beaufort County Airports Board

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Board Members

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NICHOLAS MESENBURG

DAVID NELEMS

RICH SELLS

THOMAS SHEAHAN

BRIAN TURRISI

Airports Director

JON REMBOLD

County Administrator

MICHAEL MOORE

Administrative Specialist

ROCIO REXRODE

Mailing Address

Hilton Head Island Airport

26 Hunter Road

Hilton Head Is, SC 29926

Physical Address

Hilton Head Island Airport

120 Beach City Road

Hilton Head Is, SC 29926

(843) 255-2942

www.beaufortcountysc.gov

MEETING ACCESS

[MEETING LINK](#)

ID: 161 714 8655

Passcode: 791968

Beaufort County Airports Board Agenda

Council Chambers – Hilton Head Island

One Town Center Court, Hilton Head, SC 29928

Thursday, September 19, 2024, at 1:30 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT (FOIA)
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES – [AUGUST 15, 2024](#)
- VI. PUBLIC COMMENT (Limit comments to three minutes)
- VII. DIRECTOR'S REPORT
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS

ACTION ITEMS:

1. GRANT ACCEPTANCE - RESOLUTION TO ACCEPT SCAC GRANT 23-026 IN THE AMOUNT OF \$140,405 FOR HXD AIR TRAFFIC CONTROL TOWER RADIO SUITE EQUIPMENT REPLACEMENT - [VOTE](#)
2. GRANT ACCEPTANCE - RESOLUTION TO ACCEPT SCAC GRANT 24-027 IN THE AMOUNT OF \$157,006 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) – [VOTE](#)
3. WORK AUTHORIZATION – RECOMMENDATION TO APPROVE TALBERT, BRIGHT, AND ELLINGTON WORK AUTHORIZATION 2119-2401 FOR ARW RUNWAY 07/25 REHABILITATION (CONSTRUCTION) – [VOTE](#)
4. WORK AUTHORIZATION – RECOMMENDATION TO APPROVE TALBERT, BRIGHT, AND ELLINGTON WORK AUTHORIZATION 2119-2402 FOR HXD AIRFIELD DRAINAGE (DESIGN AND BIDDING) – [VOTE](#)
5. RESOLUTION - RECOMMENDATION TO APPROVE A COOPERATIVE SERVICE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS) – [VOTE](#)
- X. CHAIRMAN UPDATE
- XI. COMMITTEE REPORTS
- XII. CITIZEN COMMENT (Limit comments to three minutes)
- XIII. ADJOURNMENT

NEXT MEETING:

THURSDAY, OCTOBER 17, 2024, AT 1:30 PM

COUNCIL CHAMBERS, 100 RIBAUT RD., BEAUFORT, SC 29901

MINUTES

Beaufort County Airports Board

August 15, 2024 | 1:30 pm | Meeting called to order by Vice Chair Jim Starnes
[Video and Transcript](#)

ATTENDANCE

Present: Jim Starnes, Howard Ackerman, Leslie Adlam Flory, Anne Esposito, Brian Turrisi, Mark Bailey, David Nelems, Rich Sells, Nick Mesenburg and Thomas Sheahan

Absent: Chris Butler

County Staff: Jon Rembold, Airports Director; Stephen Parry, Deputy Airports Director; Eric Townsend, Airport Manager; and Rocio Rexrode, Administrative Specialist.

Beaufort County Council Liaison:

Hilton Head Island Town Council Liaison:

Public: Judy Elder, Talbert, Bright and Ellington, Inc.; Derek Roth, Signature Aviation; Caleb Lincoln, Signature Aviation; and Neah Wyatt, Signature Aviation

AGENDA ADOPTION

Rich Sells made a motion to adopt the August 15, 2024, BCAB meeting agenda. Brian Turrisi seconded the motion. All were in favor and the motion passed.

APPROVAL OF MINUTES

Howard Ackerman made a motion to approve the July 18, 2024, meeting minutes. Rich Sells seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were no Public Comments

DIRECTOR'S REPORT

- **DEPARTMENT UPDATE:**

Taxiway F Rehab: Rembold stated that the taxiway is almost completed, and the temporary markings are on. He said the contractor will return in about a month to do the permanent markings. He pointed out that the project time was 28 days, and there was minimal traffic disruption.

TS Debby: Rembold observed that the storm came through, and the contractors had to deal with some water. He mentioned that the contractors did a great job prepping for it, were able to pump the water out, and had everything cleaned and dried up quickly.

BC Mosquito Control: Rembold informed that the County did mosquito control right after TS Debby. He stated that Mosquito Control did some larvicide operations to get rid of the mosquitos before they hatched.

Billboard Hwy 278: Rembold informed that the HWY 278 billboard was redesigned. He said the font was changed, and the size increased to make the sign stand out more.

Beaufort Water Festival:

- **Parade:** Rembold mentioned that the new ARFF truck was in the Beaufort Water Festival parade.
- **Airplane Blessing:** Rembold commented that Todd (ARW-based pilot) participated in the Blessing of the Fleet. He said that Todd was able to have his Sea Ray blessed.
- **Like Father Like Son:** Rembold explained that Chief Bobby Davidson and his son, Chase, a firefighter for Barton District, participated in the parade. He said that a posting on social media of “father and son” in front of their fire engines garnered thousands of likes.

- **TERMINAL UPDATE:**

Rembold explained that the first two rows of parking have been eliminated, and the new four-lane road in front of the terminal will go there. He said that the lanes will be built in two phases, each with two lanes. Rembold stated that the customers are adapting to the change and easily finding their way to the terminal. He expressed that contractors are doing an excellent job of having a presence at the job site. Rembold revealed that the steel is on site and that, within a few weeks, construction will start going vertical.

- **AIRPORTS’ BUSINESS UPDATE**

Airlines Meeting: Rembold stated that Airport and TBE staff met with the airlines to discuss the Passenger Facility Charge (PFC) and the airlines' vetting of projects. Rembold observed that all grant-related airfield projects are included in the PFC application to pay back the local share of those projects.

Part 139 Inspection: Rembold mentioned that the inspection occurred two weeks ago, from Monday to Wednesday. He stated that it went well and that HXD staff has done a great job keeping training records and certifications.

Rembold concluded by mentioning that he is trying to arrange for the Air Service Development Team to come in and do a presentation about the state of the airline business and what is being done to increase it. He said the meeting is scheduled for November 21st.

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS – ACTION ITEMS

1. **GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA BIL GRANT IN THE AMOUNT OF \$448,000 FOR ARW RUNWAY 07/25 REHABILITATION CONSTRUCTION PROJECT**

Rich Sells made a motion to approve a recommendation to accept the FAA BIL grant in the amount of \$448,000 for ARW Runway 07/25 Rehabilitation Construction Project. Leslie Flory seconded the motion. All were in favor and the motion passed.

2. GRANT ACCEPTANCE - RECOMMENDATION TO ACCEPT FAA AIP GRANT IN THE AMOUNT OF \$2,378,106 FOR ARW RUNWAY 07/25 REHABILITATION CONSTRUCTION PROJECT

David Nelems made a motion to approve a recommendation to accept the FAA AIP grant in the amount of \$2,378,106 for ARW Runway 07/25 Rehabilitation Construction Project. Nick Mesenburg seconded the motion. All were in favor and the motion passed.

3. WORK AUTHORIZATION - RECOMMENDATION TO APPROVE TALBERT, BRIGHT, AND ELLINGTON WORK AUTHORIZATION 2119-2301 FOR HXD AIRPORT LAYOUT PLAN

Howard Ackerman made a motion to approve a recommendation to approve Talbert, Bright, and Ellington Work Authorization 2119-2301 for HXD Airport Layout Plan. Brian Turrisi seconded the motion. All were in favor and the motion passed.

4. COMMERCIAL OPERATING AGREEMENT – RECOMMENDATION TO APPROVE A RESOLUTION AUTHORIZING A NON-TENANT COMMERCIAL OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND EGA AERO SPECIALTY SERVICES

Rich Sells made a motion to approve a resolution authorizing a Non-Tenant Commercial Operating Agreement between Beaufort County and EGA Aero Specialty Services. Mark Bailey seconded the motion. All were in favor and the motion passed.

5. LEASE AGREEMENT – RECOMMENDATION TO APPROVE AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND UNITED PARCEL SERVICES, INC (UPS)

Howard Ackerman made a motion to approve an ordinance authorizing a Lease Agreement between Beaufort County and United Parcel Services, Inc. Thomas Sheahan seconded the motion. All were in favor and the motion passed.

CHAIRMAN UPDATE

1. Passenger Service Committee

Members: Leslie Adlam Flory (Chair), David Nelems, Jim Starnes, and Tom Sheahan

Leslie Flory informed that the Ambassadors Program is doing very well. She stated the last day is September 1st. She said the program is becoming very popular, and people are reaching out to her for next year.

2. Finance Committee

Members: Howard Ackerman (Chair), Chris Butler, Tom Sheahan, and Brian Turrisi.

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

3. ARW Facilities Use and Improvement Committee

Members: Chris Butler (Chair), Mark Bailey, David Nelems, Jim Starnes, and Nick Mesenburg

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

4. The HHI Airport Improvement Committee (HXD)

Members: Brian Turrisi (Chair), Howard Ackerman, Rich Sells, Chris Butler, and Anne Esposito

The Committee had nothing new to report this month. They will keep the board informed of any new developments.

PUBLIC COMMENTS

There were no Public Comments.

ADJOURNMENT

The motion to adjourn was made at 2:07 p.m. It passed unanimously.

NEXT MEETING

September 19, 2024 | 1:30 pm

Beaufort County Council Chambers, 100 Ribaut Road, Beaufort, SC.



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

August 28, 2024

Mr Michael Moore, County Administrator
County of Beaufort
PO Drawer 1228
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-026**
Hilton Head Island Airport (HXD)
Project Description: **Replace ATCT Radio Suite (Equipment)**



Dear Mr Moore,

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your application for **Fiscal Year 2025 (FY-25) Commercial Service Entitlement Funds** and awarded **\$140,405** to **Beaufort County** for the **Replacement of Air Traffic Control Tower (ATCT) Radio Suite (Equipment)** project at the **Hilton Head Island Airport (HXD)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for State government funds. Project costs and funding are as follows:

State Funds	\$ 140,405
Total Project Cost	\$ 140,405

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



GRANT AGREEMENT (EQUIPMENT)

PART I - OFFER

Date of Offer: August 28, 2024

Project / Grant No: 24-026

To: Beaufort County
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated July 25, 2024 for the grant of State Funds for a project for development of the Hilton Head Island Airport (HXD) together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Replace ATCT Radio Suite (Equipment)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
Federal	\$ 000,000
State	\$ 140,405
Sponsor	\$ 000,000
Other	\$ 000,000

for a total cost of \$140,405 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed \$140,405 which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Stegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free complete bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____
and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com



August 28, 2024

Mr Michael Moore, County Administrator
County of Beaufort
PO Drawer 1228
Beaufort, South Carolina 29901

Re: South Carolina Aeronautics Commission
SCAC Grant No: **24-027**
Beaufort Executive Airport (ARW)
Project Description: **Rehabilitate Runway 7 – 25 (Construction)**

Dear Mr Moore,

Henry D. McMaster
GOVERNOR

Gary W. Siegfried
EXECUTIVE DIRECTOR
Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Anne Esposito
DISTRICT 1

Denise Bryan
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

I am pleased to inform you that the South Carolina Aeronautics Commission (SCAC) has approved your grant application and awarded **\$157,006** to **Beaufort County** for the **Rehabilitate Runway 7 – 25 (Construction)** project at the **Beaufort Executive Airport (ARW)**.

This grant was approved based on your representation of local funding availability and your ability to proceed promptly with the project.

This project qualifies for Federal, State, and Local government funds. Project costs and funding are as follows:

Federal Funds	\$2,826,106
State Funds	\$ 157,006
<u>Airport Sponsor Funds</u>	<u>\$ 157,006</u>
Total Project Cost	\$3,140,118

Please execute the enclosed grant agreements and return one hard copy original to SCAC at your earliest convenience.

We are pleased to provide this funding. If we can be of further assistance, please do not hesitate to contact me or my Staff.

Sincerely,

Gary W. Siegfried, PE
Executive Director

Encl: Grant Agreements (Two copies)



GRANT AGREEMENT (CONSTRUCTION)

PART I - OFFER

Date of Offer: August 28, 2024

Project / Grant No.: 24-027

To: Beaufort County
(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC")

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated June 12, 2024 for the grant of State Funds for a project for development of the **Beaufort Executive Airport (ARW)** together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport (herein called "the Project") consisting of the following described improvements and/or tasks:

Rehabilitate Runway 7 - 25 (Construction)

All as more particularly described in the Airport Layout Plan and / or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

<u>Funding Source</u>	<u>Amount</u>
Federal	\$ 2,826,106
State	\$ 157,006
Sponsor	\$ 157,006
Other	\$ 00,000

for a total cost of \$3,140,118 subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed **\$157,006** which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.
2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.
3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.
4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Stegfried, Executive Director
South Carolina Aeronautics Commission

09/03/2024

Date

ACCEPTANCE OF GRANT

Signature of Sponsor
Legal Authority to Execute this Grant

Date

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.
2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.
3. Sponsor shall:
 - a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
 - b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
 - c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
 - d. Submit all planning and construction documents to SCAC for review and approval; and
 - e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
 - new, upgraded, deactivated, or repurposed airfield pavement and lighting;
 - land acquisition or releases, including easements;
 - major obstruction clearing;
 - new, upgraded, or downgraded instrument procedures; and
 - new, revised, or expanded airport-related zoning ordinances.
4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.
7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.
8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.
9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
 - FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
 - Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

10. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:
 - Paper of at least 24 inch by 36-inch size sheet(s);
 - Portable Document Format (PDF) electronic file(s).
 - GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
 - CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats
13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.
15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.
18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.
20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 20____

(Name of Sponsor)

(Signature By)

(Title)

(Seal)

Attest _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____ do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this _____ day of _____, 20____

Signature By _____

Title _____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF _____

Personally, appeared before me _____

being first duly sworn says that he is a member of the firm of _____ and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

(Legal Signature)

SWORN to me before this _____ day of _____, 20__

Signature By _____

Notary Public for _____

**BEAUFORT EXECUTIVE AIRPORT
BEAUFORT, SOUTH CAROLINA
WORK AUTHORIZATION 24-01
July 23, 2024
PROJECT NO.: TBI NO. 2119-2401**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work: The scope of the project is to rehabilitate Runway 7-25 at Beaufort Executive Airport. The bid documents include a bituminous concrete overlay of the existing runway pavement. Also included will be variable depth pavement milling; new pavement markings; shoulder buildup along the new overlay pavement edge; required edge light elevation adjustments adjacent to the new overlay pavement edge; required sediment and erosion control measures; and new below grade underdrains. The approximate limits of the overlay work areas are depicted on the project sketch within this Work Authorization.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the runway pavement rehabilitation project will be performed as part of this Work Authorization. The CA services will include the following: coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer's Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

BASIC SERVICES

CONSTRUCTION PHASE:

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general

construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Florence Regional Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

SPECIAL SERVICES

Task 1 – Full-Time Resident Project Representative (RPR)

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract.

Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

Task 3 – A-Built Survey

An as-built survey for this project will be provided.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$80,527.00** including expenses. Special services shall be performed on a not to exceed basis with a budget of **\$134,203.00**, which includes reimbursable expenses. For a total of **\$214,730.00**.

Agreed as to Scope of Services, Time Schedule and Budget:

APPROVED:
BEAUFORT COUNTY

Title

Date:

Witness:

APPROVED:
TALBERT, BRIGHT & ELLINGTON, INC.

_____ 

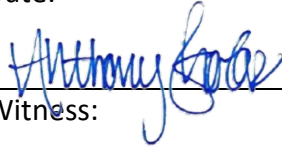
Vice President

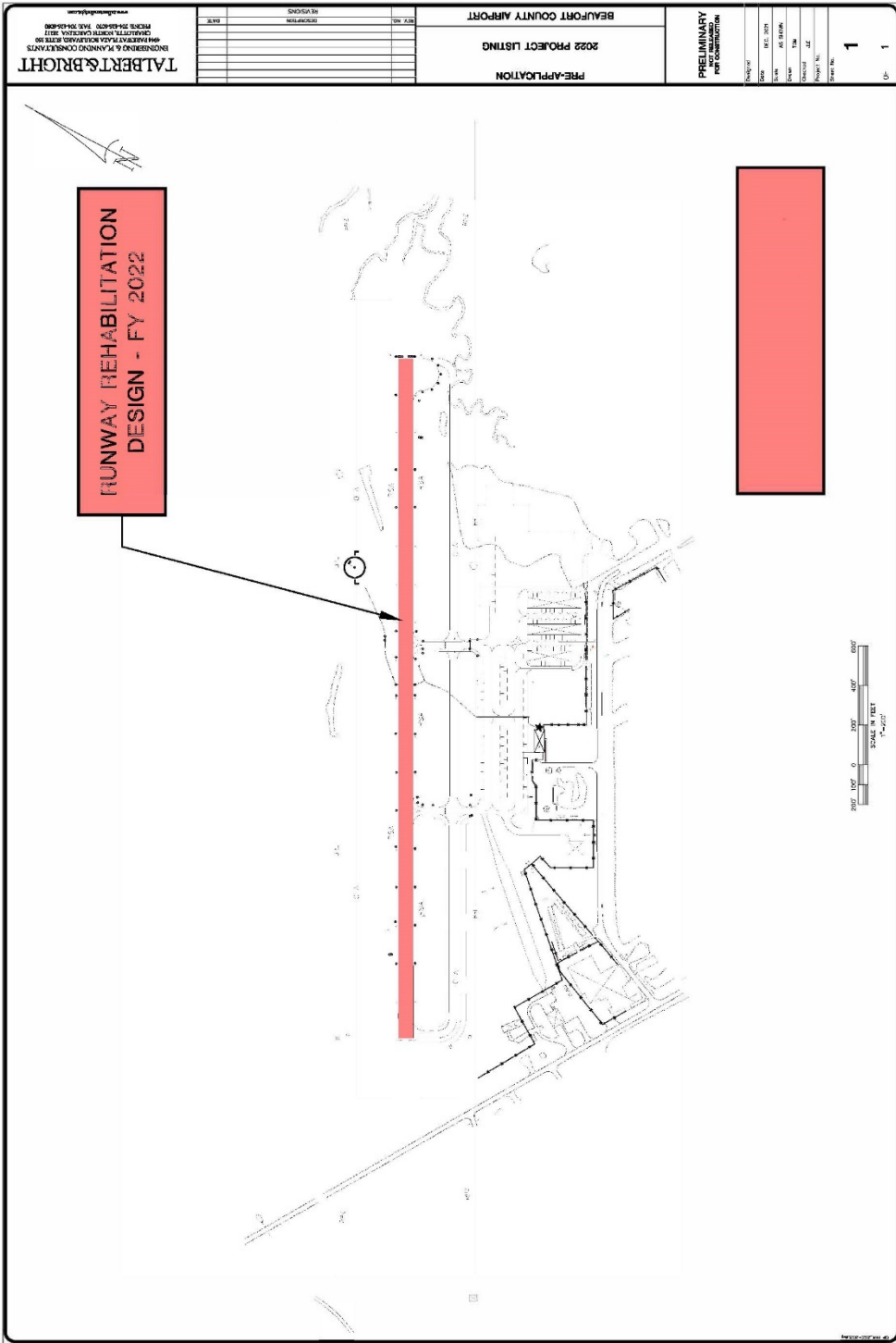
Title:

AUGUST 16, 2024

Date:

Witness:

_____ 



SUMMARY OF FEES

RUNWAY 7-25 PAVEMENT REHABILITATION

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

DESCRIPTION	ESTIMATED
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ 77,702.00</u>
SUBTOTAL	\$ 77,702.00
EXPENSES	\$ 2,825.00
SUBCONSULTANTS	\$ 63,293.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ 70,910.00</u>
SUBTOTAL	\$ 137,028.00
TOTAL	\$ 214,730.00

MANHOOR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

July 11, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E5 \$ 185	E2 \$ 120	AD5 \$ 90	T5 \$141
Award contract and prepare RFC documents	0	6	4	0	4	0	0	8
Coordinate with subconsultants	4	16	4	0	16	0	0	0
Coordinate/ conduct preconstruction	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0
Coordinate project schedule	0	6	0	0	0	4	0	0
Coordinate submittals	0	16	0	0	0	24	0	0
Construction visits	0	24	0	0	0	8	0	0
Construction observation reports	0	6	0	0	0	2	0	0
Review/coordinate field changes	2	12	4	0	0	8	0	4
Construction correspondence	4	8	8	2	0	4	0	0
Grant administration	0	12	40	8	0	0	0	0
Process requests for partial payment	0	16	0	8	0	0	0	0
Review test results/PWL calculations	0	20	0	28	0	0	0	0
Final inspection	0	10	0	0	8	0	0	0
Develop record drawings & Final Report	0	8	0	0	0	0	4	12
MANHOOR TOTAL	10	164	56	46	24	50	4	16

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	10	\$ 2,900
Senior Project Manager	SPM	\$ 250	164	\$ 41,000
Project Manager	PM	\$ 230	56	\$ 12,880
Senior Planner	SP	\$ 171	46	\$ 7,866
Engineer V	E5	\$ 185	24	\$ 4,440
Engineer II	E2	\$ 120	50	\$ 6,000
Admin. Assistant V	AD5	\$ 90	4	\$ 360
Technician V	T5	\$ 141	16	\$ 2,256
		Total	370	
SUBTOTAL				\$ 77,702.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 150.00	1	\$ 150.00
Postage	LS	\$ 125.00	1	\$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 750.00	1	\$ 750.00
Travel	LS	\$1,800.00	1	\$ 1,800.00
SUBTOTAL				\$ 2,825.00

MANHOOR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION

BEAUFORT EXECUTIVE AIRPORT

BEAUFORT, SOUTH CAROLINA

FAA PROJECT NO:

CLIENT PROJECT NO:

TBE PROJECT NO: 2119-2401

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$25,955.00	1	\$ 25,955.00
As-Built Survey	LS	\$29,338.00	1	\$ 29,338.00
Ward Edwards CA of drainage	LS	\$8,000.00	1	\$ 8,000.00
<i>SUBTOTAL</i>				\$ 63,293.00
TOTAL CONSTRUCTION ADMIN. COST:				\$ 143,820.00

MANHOUR ESTIMATE

RUNWAY 7-25 PAVEMENT REHABILITATION
 BEAUFORT EXECUTIVE AIRPORT
 BEAUFORT, SOUTH CAROLINA
 FAA PROJECT NO:
 CLIENT PROJECT NO:
 TBE PROJECT NO: 2119-2401

July 11, 2024
 RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
 CALENDAR DAYS 45

DESCRIPTION	RPR \$ 118
Project review	16
Site mobilization	8
On site inspection	412
Final inspection	16
Follow up inspection	40
Site demobilization	8
MANHOUR TOTAL	500

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	\$ 118	500	\$ 59,000
		Total	500	
<i>SUBTOTAL</i>				<i>\$ 59,000.00</i>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies, photos)	LS	\$ 250	1	\$ 250.00
Travel	LS	\$ 300	1	\$ 300.00
<i>SUBTOTAL</i>				<i>\$ 750.00</i>

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 248	45	\$ 11,160
		Total	45	
<i>SUBTOTAL</i>				<i>\$ 11,160.00</i>

TOTAL INSPECTION COST: \$ 70,910.00



June 25, 2024

Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Dr Ste 210
Charlotte, NC 28273

Attn: Mr. Andy Shook
P: (704) 426 6070
E: ashook@tbeclt.com

Re: Materials Testing Proposal
Beaufort Executive Airport
Beaufort, SC 29907
Terracon Proposal No. PHG241049

Dear Mr. Shook:

Terracon appreciates the opportunity to submit the following Materials Testing Proposal for the Beaufort Executive Airport project. Below is a discussion of the project information, scope of work, and fees associated with providing testing for the construction phase of the project.

1.0 PROJECT INFORMATION

The project referenced herein consists of milling and overlaying the 7-25 runway. Approximately 4,200 tons of P-401 asphalt will be placed at a thickness of 2 inches. Concrete headwalls for the drainage structures will be precast.

Planned Construction

Item	Description
Location	39 Airport Cir located in Beaufort, SC 29907 Latitude: 32.411194°, Longitude: -80.636172°
Sitework	Resurfacing the 7-25 runway at Beaufort Executive Airport

Documents Provided

Item	Description
Information Provided	Civil drawings dated May 2024 Specifications and Contract Documents dated March 2024

Explore with us

2.0 SCOPE OF SERVICES

Terracon's Scope of Services is based on the information and plans provided by Mr. Shook with Talbert, Bright & Ellington, Inc. Based on our understanding of the project, we anticipate that the following will be required:

- Asphalt Observation and Testing
- Engineering / Reporting / Supervision

We recommend the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services. If you believe our scope of services needs to be modified in any way, please notify us so we can make the appropriate changes.

2.1 Asphalt Observation and Testing

- Terracon will measure the thickness of contractor-extracted cores used for bulk specific gravity testing for each subplot.
- Terracon will perform bulk specific gravity of asphalt cores in accordance with ASTM D2726. The percent compaction can be determined using the TMD determined for that subplot. The cores will be tested at a rate of 1 mat and 1 joint core per subplot.
- A Terracon representative will be available to monitor quality control activities including asphalt air void testing, profilograph roughness testing, and temperature checks of the asphalt at the job site

2.2 Engineering / Reporting / Supervision

Terracon will designate a Project Manager / Engineer to oversee Terracon's scope of construction testing and site monitoring for the project. Terracon will review reports of field tests and observations and submit reports via email distribution to the parties designated in the contract documents.

During construction, Terracon requests access to current / revised drawings, details, specifications, requests for Information, reviewed submittals, and any other clarifying or modifying communication that affects our portion of the work. We would also like the opportunity to attend pre-construction and project meetings should issues related to our scope of work be discussed.

A draft of our daily field report and field tests will be prepared by our on-site personnel. After review by the Terracon Project Manager, final reports will be distributed electronically. The client can designate team members or other parties for electronic report distribution at no additional cost.

Non-compliant tests or observations will be verbally reported to the contractor on-site so corrective action can be taken and documented. A discrepancy report detailing the non-compliant elements will be distributed electronically to the project team within one business day.



Terracon’s services will be performed on an as-requested basis with scheduling by you or your representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services in a timely manner.

We request our services be scheduled a minimum of one working day in advance and two working days prior to the commencement of each category of activities. We will endeavor to schedule services on lesser notice but may not always be able to meet the desired project schedule.

3.0 TERMS

3.1 Compensation

Based on the project information and scope described above, we will provide the listed services on a **time and materials basis** using the unit and hourly rates in the attached Fee Estimate. If you believe we need to increase or decrease our scope of services or trip frequency, please notify us so we can make the appropriate changes.

We recommend the following budget be allotted for performance of the materials testing and special inspection services as listed above.

Task	Estimated Fee
Materials Testing and Special Inspection Services	\$ 23,955
Per diem per day (if needed)	\$250

Our fees include all anticipated charges for mileage, travel, equipment, personnel, etc. for the anticipated scope of services listed in 2.0. The details of our estimated fee can be viewed in the attached Fee Estimate. Any additional services outside of the scope listed in Section 2.0 of this proposal will be billed according to the respective unit rates established in the attached Fee Estimate.

3.2 Assumptions

Please note:

- For billing purposes, Terracon assumes that your designated scheduling representative will make good effort to provide clear notification to Terracon at least 24 hours prior to the desired on-site arrival time of our technicians to perform the requested inspection or testing services and the material(s) requested to be inspected or tested are ready to be inspected or tested upon our technician’s arrival to the site.
- We will only be on-site when you or your representative schedule our services, and as our fee for services are dependent on the contractor’s schedule, our fees may vary accordingly.

Explore with us

Facilities | Environmental | Geotechnical | **Materials** 3

- Terracon assumes a project duration of 25 working days.

3.3 Exclusions

Our services specifically exclude testing on any part of the project outside of the limits of disturbance noted in the Civil Plans. Our services do not relieve any contractor / subcontractor from complying with the project specifications.

Please note:

Terracon will NOT provide a testing laboratory at the plant or job site to test asphalt air voids independently from the quality control laboratory. Terracon can provide a laboratory technician to observe asphalt air void and other laboratory tests performed by the quality control laboratory.

Terracon should be notified if additional testing or inspections are needed, and our Fee Estimate can be adjusted to accommodate the additional testing.

Terracon will not be responsible for rejecting material(s), discontinuing, or stopping work. The responsibility of our field personnel will consist of making observations, performing tests, and reporting the findings to an authorized person such as the site superintendent for appropriate action. If substandard work is being performed or if materials of inferior quality are being used, it will be the responsibility of your authorized person to have these conditions corrected. Should it be possible to correct such conditions amicably on the basis of oral recommendations by our technician, it can be done in this manner. However, if it becomes necessary to reject material or to discontinue the work, we expect that someone other than our personnel will make such decisions.

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

Client agrees to respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.



3.4 Authorization

Please indicate your acceptance of this proposal by signing and returning the attached Terracon Agreement for Services to **Kyle.turner@terracon.com**. Upon receipt of the executed Agreement for Services, Terracon will proceed with our professional services for this project as detailed in this proposal.

Terracon greatly appreciates the opportunity to provide this proposal to you on this project. Please do not hesitate to contact us should you have any questions.

Sincerely,
Terracon Consultants, Inc.


Eric Ricks
Proposal Manager


Kyle Turner
Office Manager / APR

EXHIBIT A

▣ Exhibit A-1 Fee Estimate

FEE ESTIMATE

Beaufort Executive Airport

Materials Services

Terracon Proposal No. PHG241049



TASK							
2.1	ASPHALT OBSERVATION AND TESTING	RATE	QUANTITY	UNITS	TRIPS	COST	SUB-TOTAL
	Laboratory Technician	\$ 160	60	hour	8	\$ 9,600	
	Field Technician	\$ 127	60	hour	8	\$ 7,620	
	Trip Charge	\$ 50	--	trip	16	\$ 800	
	Asphalt Core BSG	\$ 50	24	each		\$ 1,200	
						Sub-Total:	\$ 19,220
2.2	ENGINEERING / REPORTING / SUPERVISION	RATE	QUANTITY	UNITS	TRIPS	COST	SUB-TOTAL
	Authorized Project Reviewer	\$ 225	2	hour	--	\$ 450	
	Project Management	\$ 185	15	hour	4	\$ 2,775	
	Administrative	\$ 85	10	hour	--	\$ 850	
	Trip Charge	\$ 50	--	trip	4	\$ 200	
						Sub-Total:	\$ 4,275
TOTAL						\$	23,955

EXHIBIT B

▣ Exhibit B-1 Site Location Map

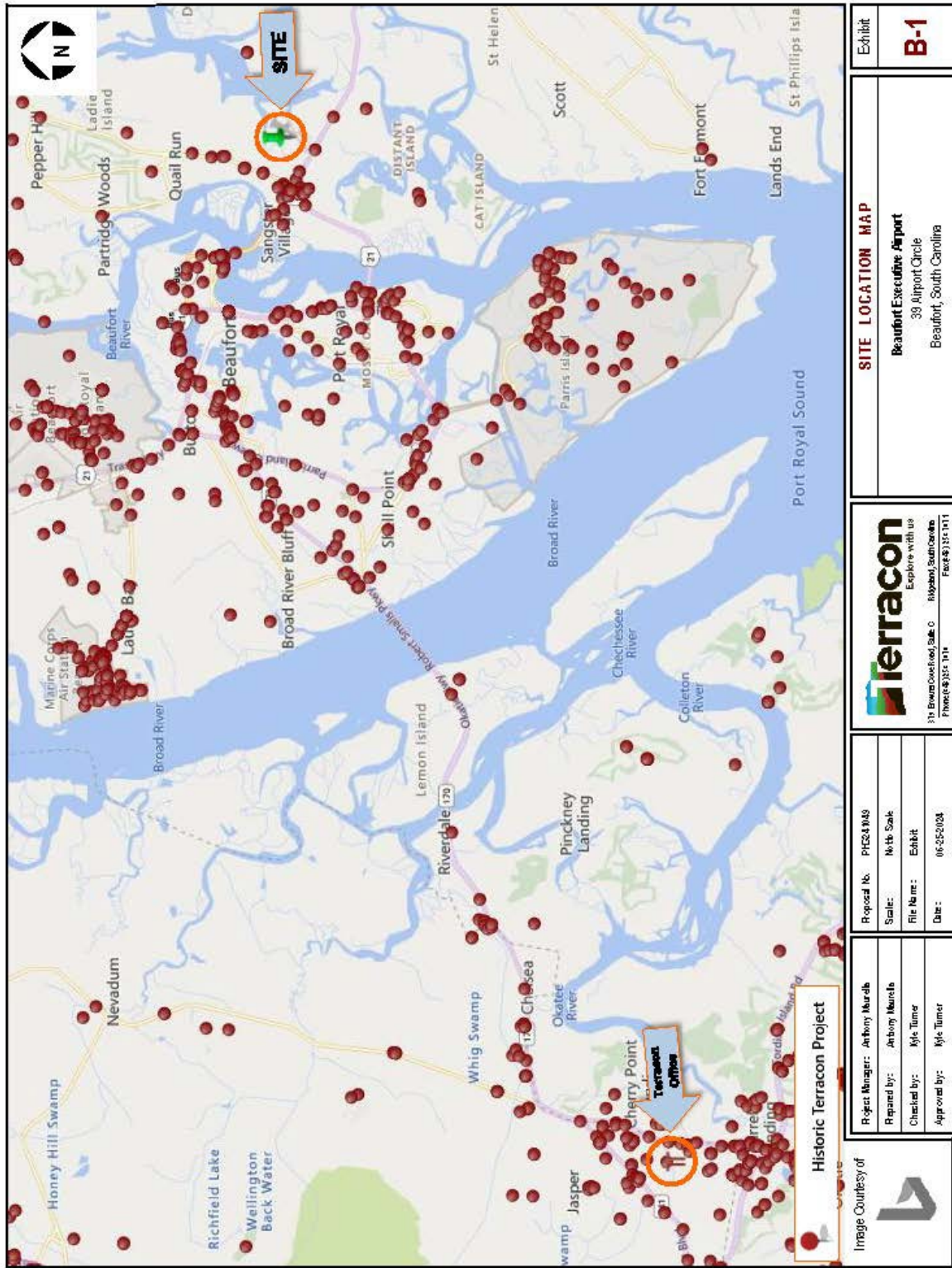


Exhibit **B-1**

SITE LOCATION MAP
Beaufort Executive Airport
 39 Airport Circle
 Beaufort, South Carolina



Terracon
 Explore with us
 315 Browns Overlook, Suite C
 Raleigh, North Carolina
 Phone: (919) 315-1111
 Fax: (919) 315-1111

Proposal No. PH241949
 Scale: North Scale
 File Name: Exhibit
 Date: 06-25-2024

Project Manager: Anthony Murch
 Prepared by: Anthony Murch
 Checked by: Kyle Turner
 Approved by: Kyle Turner

Historic Terracon Project
 Image Courtesy of 

CONSTRUCTION SUPPORT SERVICES

PO Box 90408
Columbia, S.C. 29290

Phone (803) 776-9909

Date: July 8, 2024
To: Talbert, Bright & Ellington
Attn: Andy Shook

From: Jay S. Joshi, P.L.S.

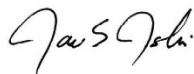
Re: Beaufort Executive Airport Runway 7-25 As-Built Surveys (TBE Project # 2119-2401)

Thank you for the opportunity to provide survey services for this project. We have reviewed the material that you have given to us. CSS is recognized as a SCDOT and FAA, DBE, and a Small and Minority owned business from the South Carolina Governor's Office. CSS has three Professional Land Surveyors on staff, and three field survey crews.

Construction Support Services can provide the items requested in the attached scope of services received from TB&E on June 19, 2024, for a Lump Sum fee of \$29,338.00. This fee includes the cost of all labor, office support, direct charges & cost of mileage.

Please review this proposal and feel free to contact me if you have any questions or suggestions.

Thank You



Jay S. Joshi, P.L.S.

Enclosure: Scope of Services as received from TB&E June 19, 2024



July 10, 2024

Judy Elder
TALBERT, BRIGHT & ELLINGTON
2000 Park Street, Suite 101
Columbia, SC 29201
Phone: 803-933-9290
Email: jelder@tbeclt.com

ARW RUNWAY 07-25 REHABILITATION

Beaufort County, South Carolina
Civil Engineering Proposal – Service Authorization No. 1
Ward Edwards Reference: 100266L

PROJECT UNDERSTANDING

Ward Edwards services supplied under this Agreement are based on the following:

1. We understand TBE requires construction observation services for the upcoming runway rehabilitation project.
2. The following services are excluded from this proposal, but could be provided upon request:
 - A. Post-Construction Land Surveying: Client or Contractor will provide an as-built survey and recordable drainage, access, and/or utility easement plats for constructed improvements.
 - B. Environmental Services: Environmental site assessments, endangered species reports, and cultural resource studies will be provided by Client if applicable.
 - C. Wetland Services: Wetland consulting such as delineations, jurisdictional determinations, impact permitting, and mitigation plans. Client will provide a current US Army Corps of Engineers jurisdictional determination and corresponding wetland survey.
 - D. Geotechnical Engineering & Construction Testing Services: To accommodate design, a geotechnical report containing site preparation recommendations, paving sections, depth to seasonal high groundwater, and infiltration rates will be provided by Client.
 - E. Construction Contract Administration: Bidding and construction contract administration is excluded but can be provided upon request.

SCOPE

The project scope will include:

CONSTRUCTION SERVICES

Ward Edwards will perform the following construction services:

- A. INITIATION
 1. Attend a pre-construction conference with Client and Contractor.
 2. Review material submittals and/or shop drawings submitted by Contractor.
 3. Prepare and provide an AutoCAD file of the site/civil engineering plans for Contractor stake-out use.



B. MONITORING

1. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors’ work and to determine if the work is proceeding in general accordance with the contract documents. It was assumed that two progress site visits will be conducted in addition to the pre-construction meeting and the final inspection.
2. Provide services associated with construction observation on as as-needed basis in order to resolve questions or conflicts during the construction process.
3. Geotechnical engineering inspection and testing are excluded from this scope and are assumed to be performed by others.

C. CLOSE-OUT

1. Perform a site walk for general design compliance.
2. Prepare a punch list of identified site design deficiencies requiring corrective action.
3. Review a stormwater as-built survey prepared by the contractor’s licensed surveyor.
4. Provide final engineer’s letter for applicable agencies.

FEES

The below fees are based on prompt payment of invoices and on the orderly and continuous progress of the Project. Payment of the attached retainer invoice enables execution of this Agreement.

SERVICE DESCRIPTION	FEE TYPE	FEE AMOUNT
Construction Services – Initiation, Monitoring, and Closeout	Fixed Fee	\$ 8,000

SERVICE AUTHORIZATION

Additional contract terms appear in the attached Terms and Conditions (T&C) dated July 10, 2024. Talbert, Bright, & Ellington is the CLIENT in this Agreement. When signed below, this proposal and the referenced PSA represent the entire understanding and agreement of this Project between you and Ward Edwards and serve as the authorization for Ward Edwards to proceed with professional services. Modification must be made in writing and signed by both Ward Edwards and CLIENT.

By: Paul Moore Approved By: _____
 Paul Moore, PE, Ward Edwards, Inc. Talbert, Bright, & Ellington

Date: July 10, 2024 Date: _____

**HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
WORK AUTHORIZATION 24-02
July 23, 2024
PROJECT NO.: TBE NO. 2119-2402**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work: The scope of the project is to strengthen several of the stormwater drainage inlet structures within the Runway 3/21 safety area at Hilton Head Island Airport. The airport reference code at the Hilton Head Island Airport has been increased from C-II to C-III with a corresponding increase in the width of the runway safety area from 400 feet to 500 feet. Several drainage structures are now located within the runway safety area that need to be strengthened to support the design aircraft. The locations of the drainage structures are depicted on the project sketch within this Work Authorization.

The existing inlet structures in question will be analyzed and a retrofit design will be developed based on the requirements of A/C 150-5320-6G – Airport Pavement Design and Evaluation, Appendix B Design of Structures. The goal of the retrofit will be to strengthen the existing inlet structure to safely carry aircraft loading while minimizing the interruption to Aircraft Operations. Based on previous experience, structural retrofit is expected to entail the replacement of the existing grates and top concrete slab; and the addition of a concrete slab/apron around the existing inlet to redistribute the aircraft load around the adjacent soil. Also, the existing drainage RCP pipes will be analyzed to ensure they can withstand aircraft loading.

Construction Administration (CA), resident project representative (RPR), and quality assurance (QA) testing services for the drainage structure strengthening project will be performed as part of this Work Authorization. The CA services will include the following: preparing and distributing Released For Construction (RFC) plans and specifications; coordinating and conducting the preconstruction meeting; preparing and distributing preconstruction minutes; coordinate project schedule; review submittals; attend and conduct bi-weekly construction meetings; review and coordinate field changes; review QA test results; process requests for partial payments; attend final inspection; prepare the final punch list; develop project record drawings; prepare the final Engineer’s Report. TBE will provide a full-time RPR throughout the entirety of the project. This RPR will be on-site at all times that the contractor is performing work.

During the implementation phase of the structural retrofit, all work will be performed per A/C 150/5370-2G – Operational Safety on Airports During Construction.

TBE will assist with/prepare FAA grant fund requests and quarterly status reports for execution by the Airport staff. TBE will also assist with/prepare grant closeout documentation required by the FAA for this project.

Professional services to be provided by Talbert, Bright & Ellington, Inc. (TBE) will include civil and survey services required to accomplish the following items:

PHASE 01 – Project Formulation/Development

The preliminary design phase is intended to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified. TBE will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project and ensure competitive construction bids. Bids will adhere to the purchasing and procurement policies set forth by Beaufort County, as well as local and state laws. Activities include:

- a. Conduct a project kick-off meeting. Attendees will be Beaufort County, FAA, design team, and airport tenants.
- b. Coordinate with the following agencies for necessary permits related to the proposed improvements for this project:
 - SCDHEC-OCRM NPDES Permit (to be applied for during design)
 - Town of Hilton Head Island Design Plan Review Permit (to support construction activity, includes Town departments [Natural Resources, Engineering, Emergency – EMS/Fire, Planning, etc.] to be applied for during design)
 - FAA and Beaufort County Engineering (plan review, to be performed during design)
- c. Prepare a preliminary estimate of probable construction costs and schematic design for each element of the project.
- d. Prepare an overall construction and safety phasing plan in order to maximize project constructability and minimize interference with airport operations.

PHASE 04 – Preliminary Design

- a. Layout and design of new aircraft-rated stormwater inlet drainage structures.
- b. Design of erosion and sediment control devices.
- c. Review original design plans for existing pavement thickness within the project limits and compare with pavement thickness from proposed geotechnical borings.
- d. Complete necessary site surveying to determine existing pipe sizes and inverts. Survey is not required to be in accordance with FAA AC 150/5300-18B and related advisory circulars.
- e. Provide recommendations for construction phasing to the sponsor and airline tenants for their review.
- f. Prepare preliminary engineering report.
- g. Meet with Sponsor/FAA to review project after preliminary engineering report submittal, and at 60 percent and 90 percent completion (3 meetings).
- h. Complete estimates of probable construction costs for the recommended alternatives.
- i. Solicit comments on preliminary design from airport personnel and FAA.

PHASE 04 – Final Design

- a. Incorporate preliminary design comments and respond as necessary to requests for additional information.
- b. Provide final design drawings, specifications, and final estimate of probable construction costs and schedule for the project.
- c. Develop specifications using FAA AC 150/5370-10, "Standards for Specifying Construction of Airports," as amended, and utilize standard provisions supplied by the sponsor, as necessary.
- d. Development of construction safety and phasing plan in accordance with FAA AC 150/5370-2, "Operational Safety on Airports during Construction."

- e. Design all improvements in accordance with FAA standards and guidelines.
- f. Provide for all required design of utilities and services within the area defined in the preliminary design.
- g. Complete final quantity calculations.
- h. Complete final engineer's report for the project. This report will detail all data utilized in the design of the project. The final design report will discuss any/all assumptions made during the design. This shall include the following: Stormwater system survey, final plans, estimates of probable construction costs, and phasing/scheduling recommendations.
- i. Solicit sponsor and FAA approval.
- j. Complete and submit 7460 applications through FAA OEAAA website.
- k. Submit project to local and state permitting agencies.
- l. Assist airport with advertising and interpretation of project requirements.
- m. Assist airport with preparation of the project application to FAA.
- n. Deliverables - Engineer will provide interim design submittals at 60 percent, 90 percent and 100 percent design completion phases. Deliverables for the 60 percent and 90 percent phases will consist of plan sheets, technical specifications, itemized construction cost estimate, and preliminary Engineer's Report – electronic copy: PDF format. Paper copy: bond full-size for plan sheets. Deliverables for the 100 percent phase will consist of plan sheets, technical specifications, itemized construction cost estimate, and final Engineer's Report.

PHASE 05 – Bidding

- a. Coordinate schedule and advertisement with Sponsor and FAA.
- b. Distribute plans/specifications to bidders, plan rooms, and funding agencies.
- c. Conduct the pre-bid meeting.
- d. Respond to contractor Requests for Information.

- e. Prepare addenda based off pre-bid meeting and bidders' questions.
- f. Beaufort County will conduct the bid opening per standard practices.
- g. Prepare and distribute the bid tabulation.
- h. Review bids. Coordinate with FAA Civil Rights on DBE participation.
- i. Send recommendation of contract award to Sponsor.
- j. Assist Sponsor with grant application.
- k. Deliverables - Engineer will provide bid tabulation of bids received, and submittal of DBE participation proposed by low responsive bidder to FAA Civil Rights for review and concurrence by the FAA. Upon receipt of written approval of DBE Participation Letter from FAA Civil Rights, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner.

PHASE 06 – Construction Administration

a. Basic Services

Construction Phase

The construction phase services for this project includes preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, coordinating and conducting the Preconstruction Conference meeting and preparation of minutes, review of project schedule submitted by Contractor, coordination and review of Contractor submittals, Construction visits/Progress Meetings outlines and meeting minutes, review field change requests and related correspondence, prepare and distribute general construction correspondence throughout the project, review quality acceptance test results, review and process Contractor pay requests, conduct a Final Inspection and prepare/distribute punch list items letter, develop record drawings, assist Hilton Head Island Airport with Grant Closeout and prepare Grant closeout paperwork.

The intended deliverables for these services shall include:

- PDF versions of Released For Construction (RFC) plans and specifications.
- PDF versions of record drawing plan sheets and specifications.
- PDF version of final Engineer's Report

b. Special Services

Task 1 - Resident Project Representative

A full-time resident project representative will be provided to observe the construction and other responsibilities.

Task 2 - Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout.

Task 3 - As-Built Survey

An as-built survey for this project will be provided.

Estimated Time Schedule: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

Cost of Services: The method of payment shall be in accordance with Article 6 – Compensation of the contract. The work shall be performed in accordance with the Master Contract as a lump sum of **\$85,856.00**, which includes reimbursable expenses. Special services shall be performed on a not to exceed basis with a budget of **\$64,098.00**. For a total of **\$149,954.00** (Appendix B, page 16).

Design and Bidding	\$149,954.00
Construction Administration	\$270,400.75
TOTAL	\$420,354.75

NOTE: THE SCOPE AND BUDGET PROVIDED IS FOR THE ENTIRE PROGRAM; HOWEVER, THIS WORK AUTHORIZATION IS ON FOR THE DESIGN AND BIDDING OF THE PROJECT.

Agreed as to Scope of Services, Time Schedule, and Budget:

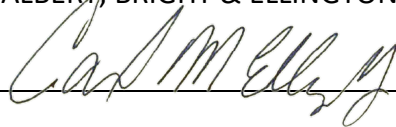
APPROVED:
BEAUFORT COUNTY

Title

Date:

Witness:

APPROVED:
TALBERT, BRIGHT & ELLINGTON, INC.



Vice President

Title:

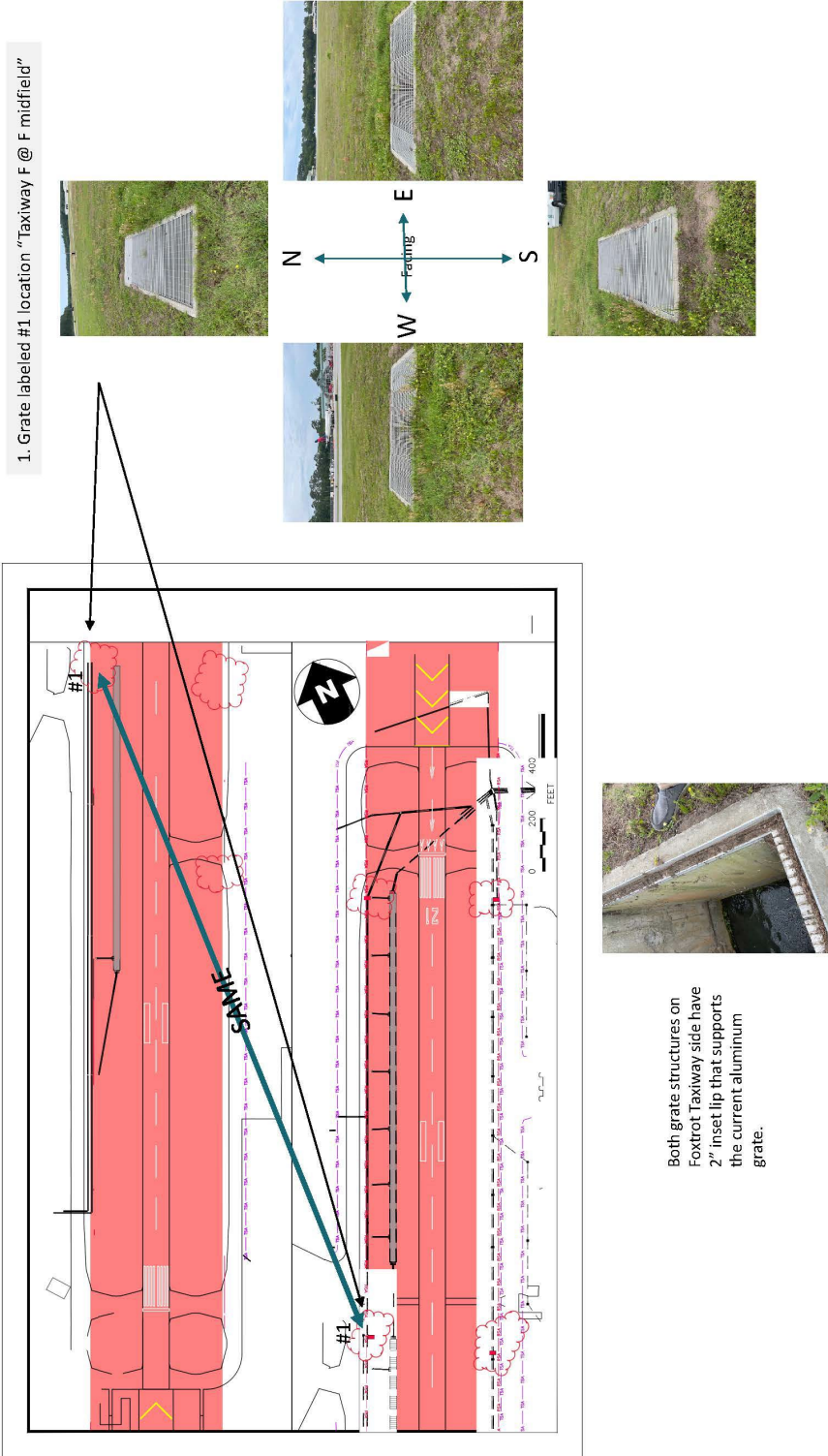
AUGUST 16, 2024

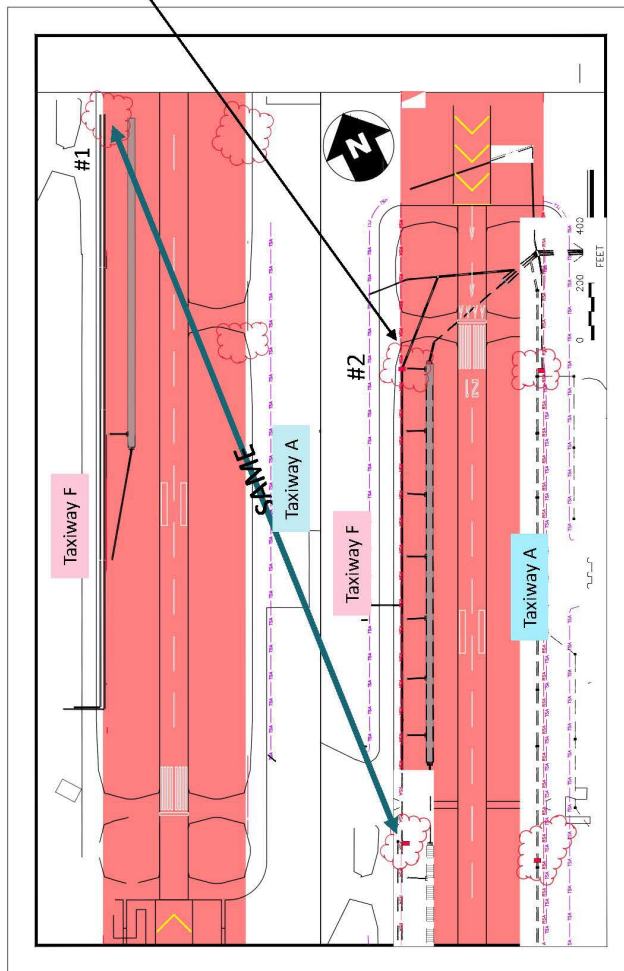
Date:

Witness:

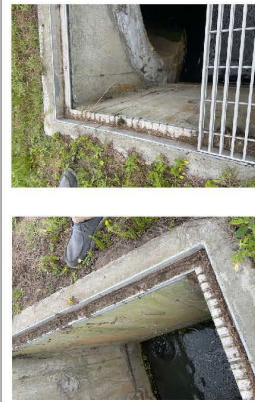
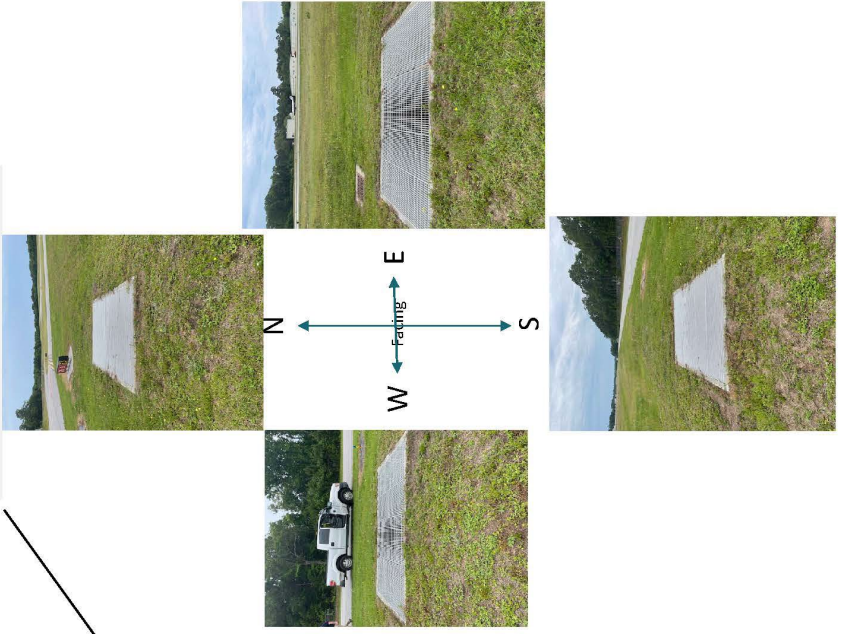


APPENDIX A SCHEMATIC



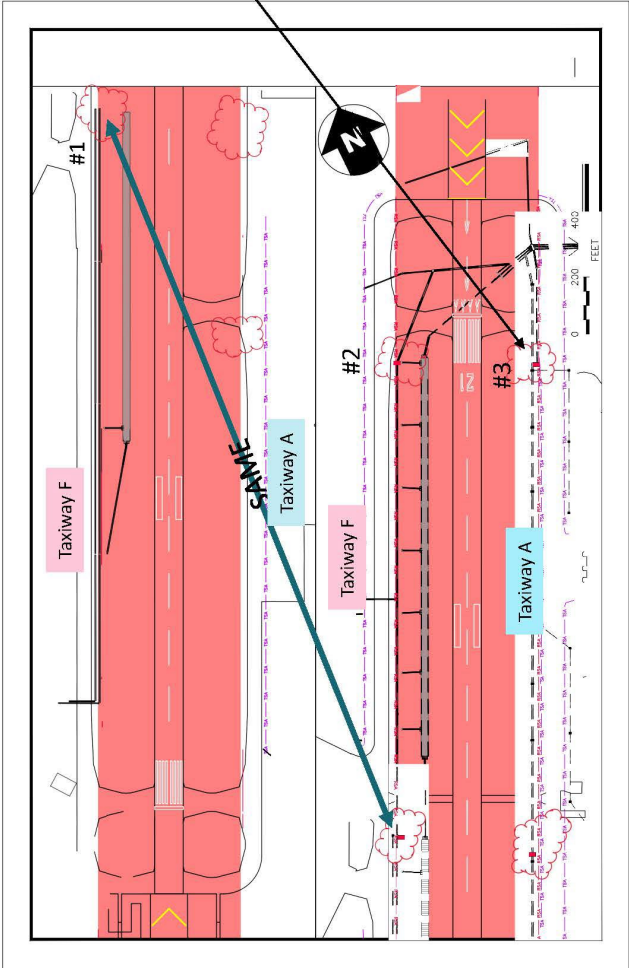
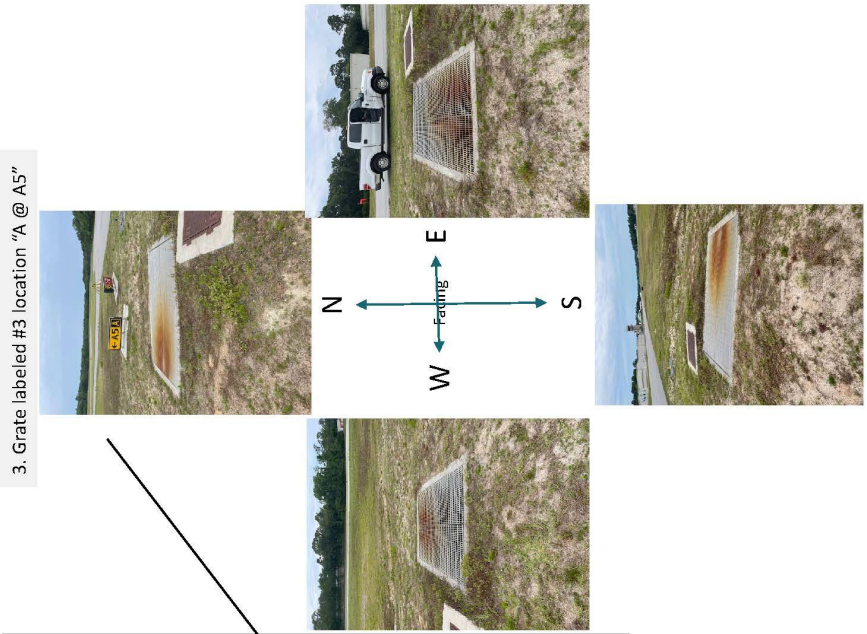


2. Grate labeled #2 location "F @ F3"



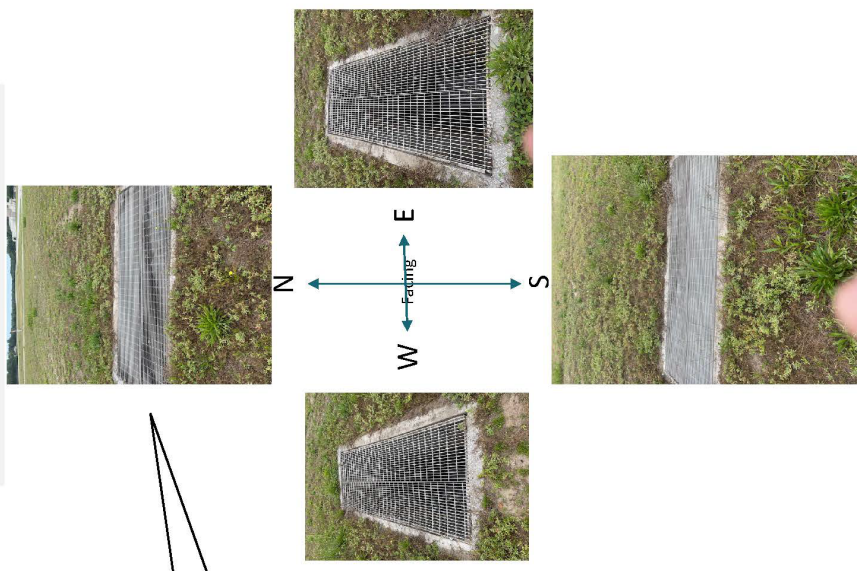
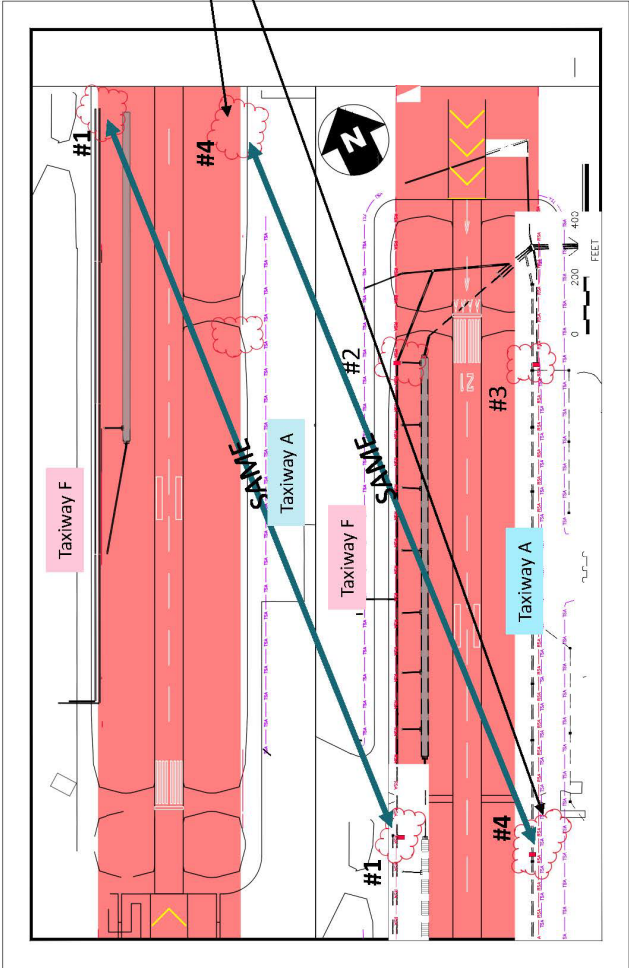
Both grate structures on Foxtrot Taxiway side have 2" inset lip that supports the current aluminum grate.

3. Grate labeled #3 location "A @ A5"



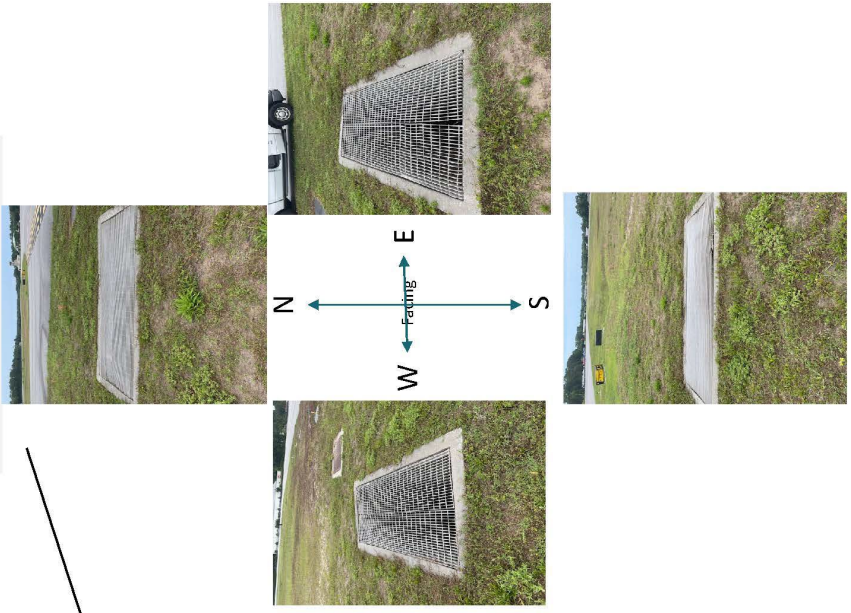
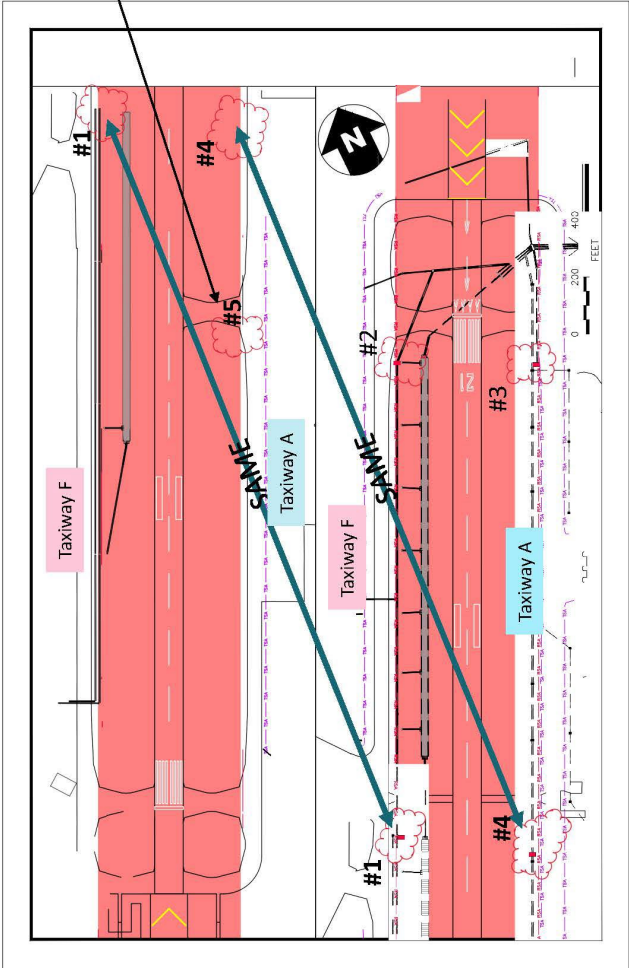
All "A" grate structures, A3, Midfield and A5 on Alpha Taxiway side have 2"x2" aluminum angle supported with bolts on the structure.

4. Grate labeled #4 location "A @ A Midfield"

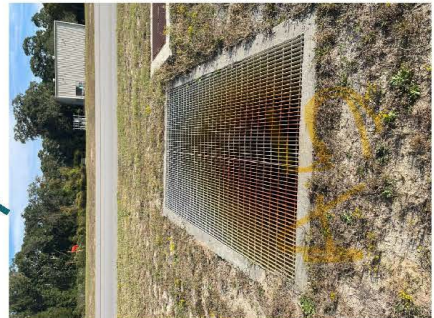
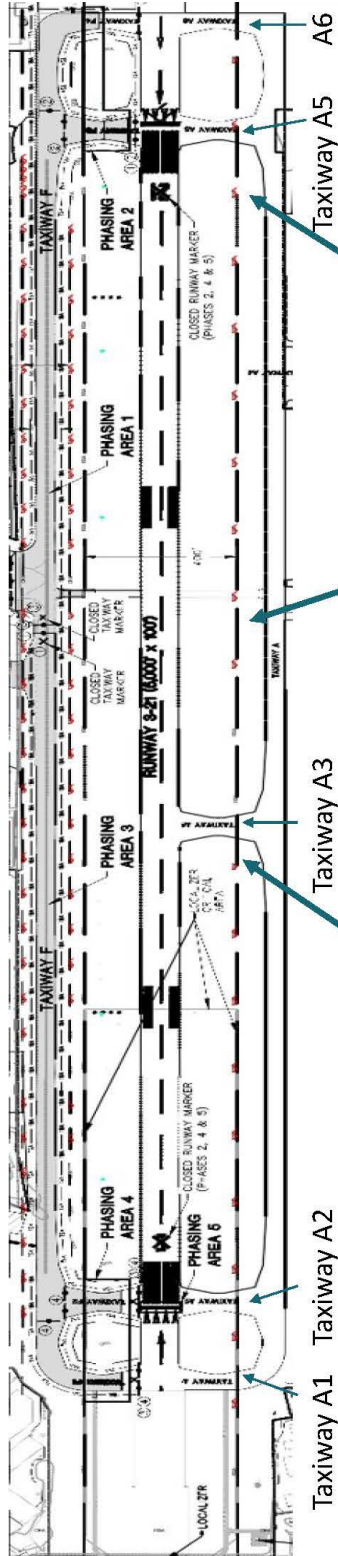


All "A" grate structures, A3, Midfield and A5 on Alpha Taxiway side have 2"x2" aluminum angle supported with bolts on the structure.

5. Grate labeled #5 location "A @ A3"



All "A" grate structures, A3, Midfield and A5 on Alpha Taxiway side have 2"x2" aluminum angle supported with bolts on the structure.



A5 Grate & Location



A Mid Field Grate & Location



A3 Grate & Location

All "A" grate structures, A3, Midfield and A5 on Alpha Taxiway side have 2"x2" aluminum angle supported with bolts on the structure.



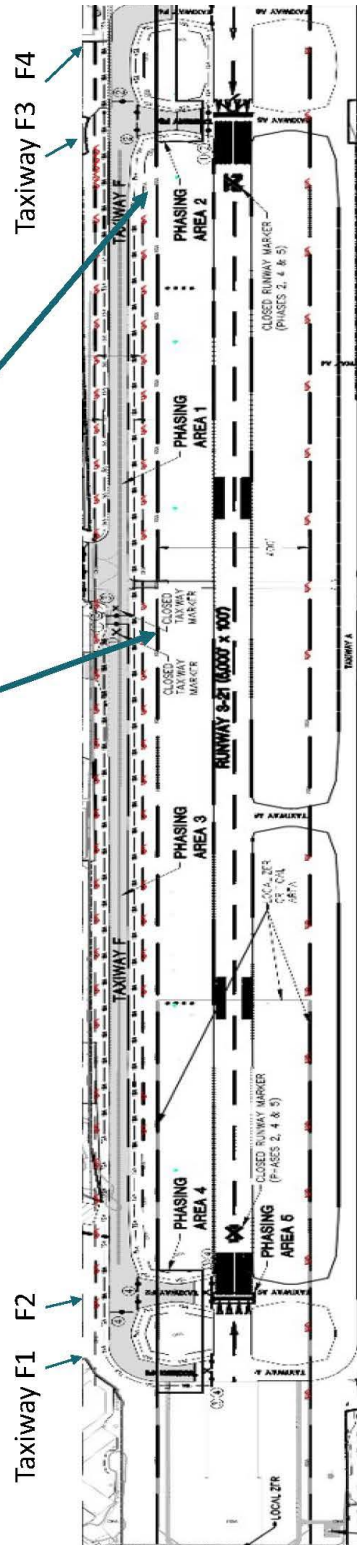


Both grate structures on Foxtrot Taxiway side have 2" inset lip that supports the current aluminum grate.

Foxtrot mid field grate & location



Foxtrot 3 grate & location



APPENDIX B FEE PROPOSAL

SUMMARY OF FEES

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2119-2402

May 23, 2024

DESIGN AND BIDDING

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 31,790.00
DESIGN PHASE (04)	\$ 35,460.00
BIDDING PHASE (05)	\$ 12,326.00
SUBTOTAL	<u>\$ 79,576.00</u>
EXPENSES	\$ 6,280.00
SUBTOTAL	<u>\$ 6,280.00</u>
SUBCONSULTANTS	\$ 64,098.00
SUBTOTAL	<u>\$ 64,098.00</u>
TOTAL	\$ 149,954.00

CONSTRUCTION ADMINISTRATION

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ 65,644.00
SUBTOTAL	<u>\$ 65,644.00</u>
EXPENSES	\$ 2,775.00
SUBTOTAL	<u>\$ 2,775.00</u>
SUBCONSULTANTS	\$ 73,948.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ 128,033.75
SUBTOTAL	<u>\$ 201,981.75</u>
TOTAL	\$ 270,400.75
GRAND TOTAL	\$ 420,354.75

MANHOUR ESTIMATE

AIRFIELD DRAINAGE
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2119-2402

May 23, 2024

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E4 \$ 160	E2 \$ 120	E1 \$ 96	T5 \$ 141	T3 \$ 92	AD5 \$ 90	AD3 \$ 75
CATEX preparation	0	0	12	4	0	0	0	0	0	4	0
Preliminary project review w/Owner & FAA	0	4	0	0	4	0	0	0	0	0	0
Prepare FAA preapplication	0	0	0	6	0	0	0	0	0	0	0
Coordinate with FAA	0	8	4	0	4	0	0	0	0	0	0
Develop project scope/contract/revisions	0	6	4	0	0	0	0	0	0	0	0
Coordinate with subconsultants	0	40	10	0	40	0	0	0	0	0	0
ALP pen and ink change	0	0	0	0	0	0	0	0	0	0	0
Develop preliminary estimate	0	0	0	0	4	0	0	0	0	0	0
MANHOUR TOTAL	0	58	30	10	52	0	0	0	0	4	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRs	EST. COST
Principal	PRIN	\$ 290	-	\$ -
Project Manager	SPM	\$ 250	58	\$ 14,500
Senior Planner	PM	\$ 230	30	\$ 6,900
Engineer V	SP	\$ 171	10	\$ 1,710
Engineer IV	E4	\$ 160	52	\$ 8,320
Engineer II	E2	\$ 120	-	\$ -
Engineer I	E1	\$ 96	-	\$ -
Technician V	T5	\$ 141	-	\$ -
Technician II	T3	\$ 92	-	\$ -
Admin. Assistant IV	AD5	\$ 90	4	\$ 360
Admin. Assistant III	AD3	\$ 75	-	\$ -
		Total	154	
SUBTOTAL				\$ 31,790.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ -	1	\$ -
Postage	LS	\$ -	1	\$ -
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100	1	\$ 100
Travel	LS	\$ 120	1	\$ 120
SUBTOTAL				\$ 220.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
	LS	\$ -	1	\$ -
	LS	\$ -	1	\$ -
SUBTOTAL				\$ -

TOTAL PRELIMINARY AIP ELIGIBLE COST: \$ 32,010.00

MANHOOR ESTIMATE

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2119-2402

May 23, 2024

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E4 \$ 160	E2 \$ 120	E1 \$ 96	T5 \$ 141	T3 \$ 92	AD5 \$ 90	AD3 \$ 75
PLANS											
Cover Sheet	0	1	0	0	0	0	0	2	0	0	0
Construction Safety and Phasing Plan	0	8	0	0	4	0	0	8	0	0	0
Drainage and Erosion Control Plan (2)	0	8	8	0	22	0	0	0	0	0	0
Miscellaneous Details (2)	0	2	4	0	12	0	0	0	0	0	0
DESIGN											
Coordination/Meetings with Client, and FAA	0	8	0	0	8	0	0	0	0	0	0
Sequence of construction	0	4	0	0	6	0	0	0	0	0	0
CSPP / DHEC / 7460 submittals	0	8	0	0	16	0	0	0	0	0	0
Specifications	0	8	0	0	8	0	0	0	0	8	0
Quantities and Estimate	0	2	0	0	4	4	0	4	0	0	0
Quality assurance	0	4	2	0	0	0	0	0	0	0	0
Revisions	0	0	0	0	0	0	0	0	4	0	0
Design engineer's report	0	4	0	0	8	0	0	0	4	0	0
MANHOOR TOTAL	0	57	14	0	88	4	0	14	8	8	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRs	EST. COST
Principal	PRIN	\$ 290	-	\$ -
Project Manager	SPM	\$ 250	57	\$ 14,250
Senior Planner	PM	\$ 230	14	\$ 3,220
Engineer V	SP	\$ 171	-	\$ -
Engineer IV	E4	\$ 160	88	\$ 14,080
Engineer II	E2	\$ 120	4	\$ 480
Engineer I	E1	\$ 96	-	\$ -
Technician V	T5	\$ 141	14	\$ 1,974
Technician II	T3	\$ 92	8	\$ 736
Admin. Assistant IV	AD5	\$ 90	8	\$ 720
Admin. Assistant III	AD3	\$ 75	-	\$ -
	Total		193	
SUBTOTAL				\$ 35,460.00

MANHOOR ESTIMATE

AIRFIELD DRAINAGE

HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2119-2402

May 23, 2024

DESIGN PHASE (04)

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 150	1	\$ 150.00
DHEC permitting	LS	\$ 2,000	1	\$ 2,000.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 650	1	\$ 650.00
Travel	LS	\$ 450	1	\$ 450.00
<i>SUBTOTAL</i>				<i>\$ 3,250.00</i>

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Assurance Consulting Engineers	LS	\$ 60,126	1	\$ 60,126.00
<i>SUBTOTAL</i>				<i>\$ 60,126.00</i>

TOTAL DESIGN AIP ELIGIBLE COST: \$ 98,836.00

MANHOUR ESTIMATE

AIRFIELD DRAINAGE
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2119-2402

May 23, 2024

BIDDING PHASE (05)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E4 \$ 160	E2 \$ 120	E1 \$ 96	T5 \$ 141	T3 \$ 92	AD5 \$ 90	AD3 \$ 75
Coordinate advertisement	0	2	0	0	0	0	0	0	0	2	0
Distribute bid documents	0	0	0	0	2	0	0	0	0	0	0
Prebid meeting	0	8	0	0	0	0	0	0	0	0	0
Bidder question & answers	1	4	0	0	6	2	0	2	0	2	0
Prepare addenda	1	8	0	0	0	2	0	4	0	4	0
Bid opening, tabulation	0	8	0	0	0	0	0	0	0	2	0
Recommendation of Award	0	2	0	0	0	2	0	0	0	0	0
MANHOUR TOTAL	2	32	0	0	8	6	0	6	0	10	0

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MHRS	EST. COST
Principal	PRIN \$ 290	2	\$ 580
Project Manager	SPM \$ 250	32	\$ 8,000
Senior Planner	PM \$ 230	0	\$ -
Engineer V	SP \$ 171	0	\$ -
Engineer IV	E4 \$ 160	8	\$ 1,280
Engineer II	E2 \$ 120	6	\$ 720
Engineer I	E1 \$ 96	0	\$ -
Technician V	T5 \$ 141	6	\$ 846
Technician II	T3 \$ 92	0	\$ -
Admin. Assistant IV	AD5 \$ 90	10	\$ 900
Admin. Assistant III	AD3 \$ 75	0	\$ -
	Total	64	
<i>SUBTOTAL</i>			\$ 12,326.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50.00
Postage	LS	\$ 75	1	\$ 75.00
Copying	LS	\$ 400	1	\$ 400.00
Reproduction	LS	\$ 400	1	\$ 400.00
Advertisement	LS	\$ 1,500	1	\$ 1,500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 225	1	\$ 225.00
Travel	LS	\$ 160	1	\$ 160.00
<i>EXPENSE DESCRIPTION</i>				\$ 2,810.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Assurance Consulting Engineers	LS	\$ 3,972	1	\$ 3,972.00
<i>SUBTOTAL</i>				\$ 3,972.00

TOTAL BIDDING AIP ELIGIBLE COST: \$ 19,108.00

MANHOOR ESTIMATE

AIRFIELD DRAINAGE
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 TBE PROJECT NO: 2119-2402

May 23, 2024

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN \$ 290	SPM \$ 250	PM \$ 230	SP \$ 171	E4 \$ 160	E2 \$ 120	E1 \$ 96	T5 \$ 141	T3 \$ 92	AD5 \$ 90	AD3 \$ 75
Coordinate award of contract	2	2	2	0	0	0	0	0	0	0	0
Coordinate/conduct preconstruction	0	0	8	0	8	0	0	0	0	0	0
Preconstruction minutes	0	2	0	0	0	0	0	0	0	0	0
Coordinate with subconsultants	0	20	10	0	20	0	0	0	0	0	0
Coordinate/review project schedule	0	6	0	0	8	0	0	0	0	0	0
Coordinate submittals	0	4	6	0	10	0	6	0	0	0	0
Construction visits	0	0	56	0	16	0	4	0	0	0	0
Construction observation reports	2	0	10	0	4	0	0	0	0	0	0
Calls/Coordination with RPR and Contractor	0	0	8	0	4	0	0	0	0	0	0
Review/coordinate field changes	1	8	4	0	6	0	4	0	0	0	0
Construction correspondence	0	8	0	0	4	0	4	0	0	0	0
Grant administration	0	0	4	8	0	0	8	0	0	0	0
Process requests for partial payment	0	0	12	0	12	0	0	0	0	0	0
Final inspection and punch list	0	8	0	0	0	0	0	0	0	0	0
Develop record drawings	0	1	0	0	8	0	0	0	0	0	6
Final report	0	1	0	0	8	0	0	0	0	0	0
MANHOOR TOTAL	5	60	120	8	108	0	26	0	0	0	6

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MHRS	EST. COST
Principal	PRIN \$ 290	5	\$ 1,450
Project Manager	SPM \$ 250	60	\$ 15,000
Senior Planner	PM \$ 230	120	\$ 27,600
Engineer V	SP \$ 171	8	\$ 1,368
Engineer IV	E4 \$ 160	108	\$ 17,280
Engineer II	E2 \$ 120	0	\$ -
Engineer I	E1 \$ 96	26	\$ 2,496
Technician V	T5 \$ 141	0	\$ -
Technician II	T3 \$ 92	0	\$ -
Admin. Assistant IV	AD5 \$ 90	0	\$ -
Admin. Assistant III	AD3 \$ 75	6	\$ 450
	Total	333	
SUBTOTAL			\$ 65,644.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 150	1	\$ 150.00
Postage	LS	\$ 125	1	\$ 125.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 900	1	\$ 900.00
Travel	LS	\$ 1,600	1	\$ 1,600.00
SUBTOTAL				\$ 2,775.00

MANHOOR ESTIMATE

AIRFIELD DRAINAGE
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2119-2402

May 23, 2024

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT	EST.	EST.
Additional Quality Acceptance Testing	LS	\$30,000	1	\$ 30,000.00
Additional As-Built Survey	LS	\$20,000	1	\$ 20,000.00
Assurance Consulting Engineers	LS	\$23,948	1	\$ 23,948.00
<i>SUBTOTAL</i>				\$ 73,948.00
TOTAL CONSTRUCTION ADMIN. COST:				\$ 142,367.00

MANHOUR ESTIMATE

AIRFIELD DRAINAGE
 HILTON HEAD ISLAND AIRPORT
 HILTON HEAD ISLAND, SOUTH CAROLINA
 AIP PROJECT NO:
 TBE PROJECT NO: 2119-2402

May 23, 2024

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
 CALENDAR DAYS 80

DESCRIPTION	RPR \$ 118
Project review	4
Site mobilization	4
On site inspection	800
Final inspection	8
Punch list inspection	50
Site demobilization	4
MANHOUR TOTAL	870

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RPR	RPR	\$ 118	870	\$ 102,660
		Total	870	
<u>SUBTOTAL</u>				<u>\$ 102,660.00</u>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Travel	LS	\$ 300	1	\$ 300.00
<u>SUBTOTAL</u>				<u>\$ 1,000.00</u>

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 287	85	\$ 24,374
		Total	85	
<u>SUBTOTAL</u>				<u>\$ 24,373.75</u>

TOTAL INSPECTION COST: \$ 128,033.75

Estimate of Probable Construction Cost

Project: Hilton Head Airport - HDX Structural Retrofit of 5 Inlets

Item	Unit	Unit cost	Quantity	Cost
Mobilization	LS	\$ 25,000.00	1.0	\$ 25,000.00
Implementation of Safety Plan at each inlet location	EA	\$ 25,000.00	5.0	\$ 125,000.00
Implementation of Inlet Structural upgrade (including new steel grates, modifications to existing inlet concrete structure, restoration)	EA	\$ 75,000.00	5.0	\$ 375,000.00
			Sub-Total	\$ 525,000.00
			Over head and Profit (15%)	\$ 78,750.00
			Project Contingency (20%)	\$ 105,000.00
			Estimate of Probable Construction Cost	\$ 708,750.00

Design and Bidding

\$ 149,954.00

Construction Administration

\$ 270,400.75

TOTAL

\$ 1,129,104.75

COOPERATIVE SERVICE AGREEMENT
between
BEAUFORT COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the Work Plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.

2. Beaufort County shall be identified as the Cooperator in this Agreement. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Beaufort County employee as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Jon Rembold, C.M. Airport Director
39 Airport Circle
Beaufort, SC 29907
(843) 441 – 5871
jrembold@bcgov.net
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

APHIS WS: Noel E. Myers, State Director
USDA, APHIS, WS
400 Northeast Drive, Suite L
Columbia, SC 29203
(803) 477 – 3151
Noel.e.myers@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on August 1, 2024 and shall continue through August 1, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 57-6000311
APHIS-WS's Tax ID: 41-0696271

BEAUFORT COUNTY

_____ Beaufort County Administrator PO Drawer 1228 Beaufort, SC 29901	_____ Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

_____ Noel E. Myers, State Director USDA, APHIS, WS 400 Northeast Drive, Suite L Columbia, SC 29203	_____ Date
-----------------------------------------------------------------------------------------------------------------	---------------

Prepared by (APHIS-WS employee): Lauren Buxton

WORK PLAN

Cooperator: Beaufort County – Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW)

Contact: Dan Neeson cneeson@bcgov.net (HXD)
Eric Townsend eric.townsend@bcgov.net (ARW)

Cooperative Service Agreement Number: < >

WBS Element: < >

FMMI Shorthand Code: < >

Dates: August 1, 2024 – August 1, 2026

In accordance with the Cooperative Service Agreement between Beaufort County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To facilitate WS providing wildlife damage management services at Hilton Head Island Airport (HXD) and Beaufort Executive Airport (ARW). Services include providing training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36. Services will also include wildlife damage management as outlined in the in the Plan of Action.

Plan of Action

WS activities under this cooperative effort will be limited to airport property. All program activities will be conducted in compliance with State and Federal regulations. WS will use an integrated wildlife damage management approach to resolve wildlife-related threats to aviation property and human health and safety. Services include both technical assistance in non-lethal recommendations (e.g. harassment, Part 139 training) and operational lethal control of hazardous wildlife species (e.g. shooting, trapping, addling). Lethal control will occur situationally to reinforce non-lethal control measures. Hazardous wildlife species include, but not limited to, Canada goose, deer, coyote, foxes, Rock dove (pigeon), and other migratory birds.

Management activities conducted by APHIS WS will focus on the following:

- Provide technical assistance on reducing aviation safety threats caused by wildlife.
- Provide operational assistance to reduce safety threats caused by wildlife as mutually agreed upon by Director of Airports and WS personnel.
- Provide training to fulfill Part 139 annual training requirements for airport personnel involved in implementing FAA-approved Wildlife Hazard Management Plans as defined by AC 150/5200-36.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$ 9,797.09
Travel		
Vehicles		\$ 1,000.00
Other Services		
Supplies and Materials		\$ 1,000.00
Equipment		
Subtotal (Direct Charges)		\$ 11,797.09
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 1,297.68
Indirect Costs	16.15%	\$ 1,905.23
Aviation Flat Rate Collection		
Agreement Total		\$ 15,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$15,000.00		

Financial Point of Contact (for billing questions and invoicing):

<u>Cooperator Name, Address, Phone Number, Email</u>	<u>APHIS-WS State Office Name, Address, Phone Number, Email</u>
Beaufort County	USDA APHIS WS
Jon Rembold, C.M Airport Director	Sheron Bauldrick
39 Airport Circle	400 Northeast Drive, Suite L
Beaufort, SC 29907	Columbia, SC 29203
(843) 441 – 5871	(803) 786 – 9455
jrembold@bcgov.net	Sheron.bauldrick@usda.gov