ADD-ONS

ADD-ONS

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2000
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS
_____

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ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR
_____

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL
_____

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE
Monday, March 16, 2015
4:00 p.m.
Conference Room, Building 3
Beaufort Industrial Village
104 Industrial Village Road, Beaufort

Committee Members:
Gerald Dawson, Chairman
Roberts "Tabor" Vaux, Vice Chairman
Cynthia Bensch
Rick Caporale
Steve Fobes
Alice Howard
William McBride

Staff Support:
Andrew Dalkos, Division Director
Systems Management
Colin Kinton, Division Director
Transportation Engineering
Eric Larson, Division Director
Environmental Engineering
Robert McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.

2. SIGNAGE APPROVAL / BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX (backup)

3. CONSIDERATION OF CONTRACT AWARDS
   A. Jenkins Island Access Management Study (backup)
   B. Broad River Fishing Pier Rehabilitation Project (backup)
   C. Two Motor Graders for Public Works Department (backup)
   D. Construction Engineering Inspection/Construction Management Services for S.C. Highway 170 Widening Project (backup)

4. UPDATE / SPANISH MOSS TRAIL PHASE 2 CONTRACT AWARD CONCURRENCE BY SCDOT

5. UPDATE / WOODS MEMORIAL BRIDGE OPENING SCHEDULE (backup)

6. UPDATE / DAUFUSKIE ISLAND PARK / TRAIL PROJECT (backup)

7. ADJOURNMENT

2015 Strategic Plan Committee Assignments
Law Enforcement Center Study
Windmill Harbour Entrance Solution and Funding
Bridge Replacement Plan
Solid Waste Curbside Pick-up / Recycling (Urbanized Areas)
Sidewalks / Biking in Rural Areas Plan and Funding

The County Channel

2/17.15

ORIGINAL

BEAUFORT COUNTY GOVERNMENT

ROBERT SMALLS COMPLEX

OPTION 1

BEAUFORT COUNTY GOVERNMENT

ROBERT SMALLS COMPLEX

OPTION 2

BEAUFORT COUNTY GOVERNMENT

ROBERT SMALLS COMPLEX

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION
ENGINEERING DEPARTMENT
113 Industrial Village Road, 29906
PO Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2940 Fax: (843) 255-9443

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator/Special Counsel
Alicia Holland, Asst. Co. Administrator, Finance
Monica Spells, Asst. Co. Administrator, Civic Engagement
Dave Thomas, Purchasing Director

FROM: Colin Kinton, Director of Transportation Engineering

SUBJ: **Contract Award for Jenkins Island Access Management System RFP #012915TE**

DATE: March 11, 2015

BACKGROUND. Beaufort County sought requests for proposals (RFP's) for Jenkins Island Access Management along the US 278 corridor. The selected firm shall be responsible for the evaluations of existing traffic and safety concerns, will evaluate alternative design solutions, complete environmental screening, NEPA coordination, preliminary stormwater evaluation, development of design criteria, preliminary utility report and budget estimates in developing purpose and need for a conceptual and feasible solution.

On January 29, 2015, the following proposals were received:

Dennis Corporation, Columbia, SC	$ 192,800
HDR/ICA Engineering, Columbia, SC	$ 92,302
Alliance Consulting Engineers, Inc, Bluffton, SC	$ 75,900
Thomas & Hutton, Savannah, GA	$ 163,600

The quality-based engineering selection process differs from a typical construction bid, in that the proposers detail their qualifications and outline how they would accomplish the project within a specified budget. A committee consisting of the County's Transportation Engineer, Facilities and Construction Engineer and Environmental Engineer along with the Town Engineer for Hilton Head Island and SCDOT's Regional Program Managing Engineer reviewed and evaluated the proposals.

As a result of the proposal evaluations, HDR/ICA Engineering of Columbia was selected as the proposer providing the best experience, project plan and schedule for the proposed study. On the basis of the qualification of the firm and their proposed scope, the committee recommends award of a contract to HDR/ICA Engineering in the amount of $92,302.00 for the Jenkins Island Access Management System Study.

Staff is requesting an 8% project contingency of $7,384. Total project budget is $99,686.

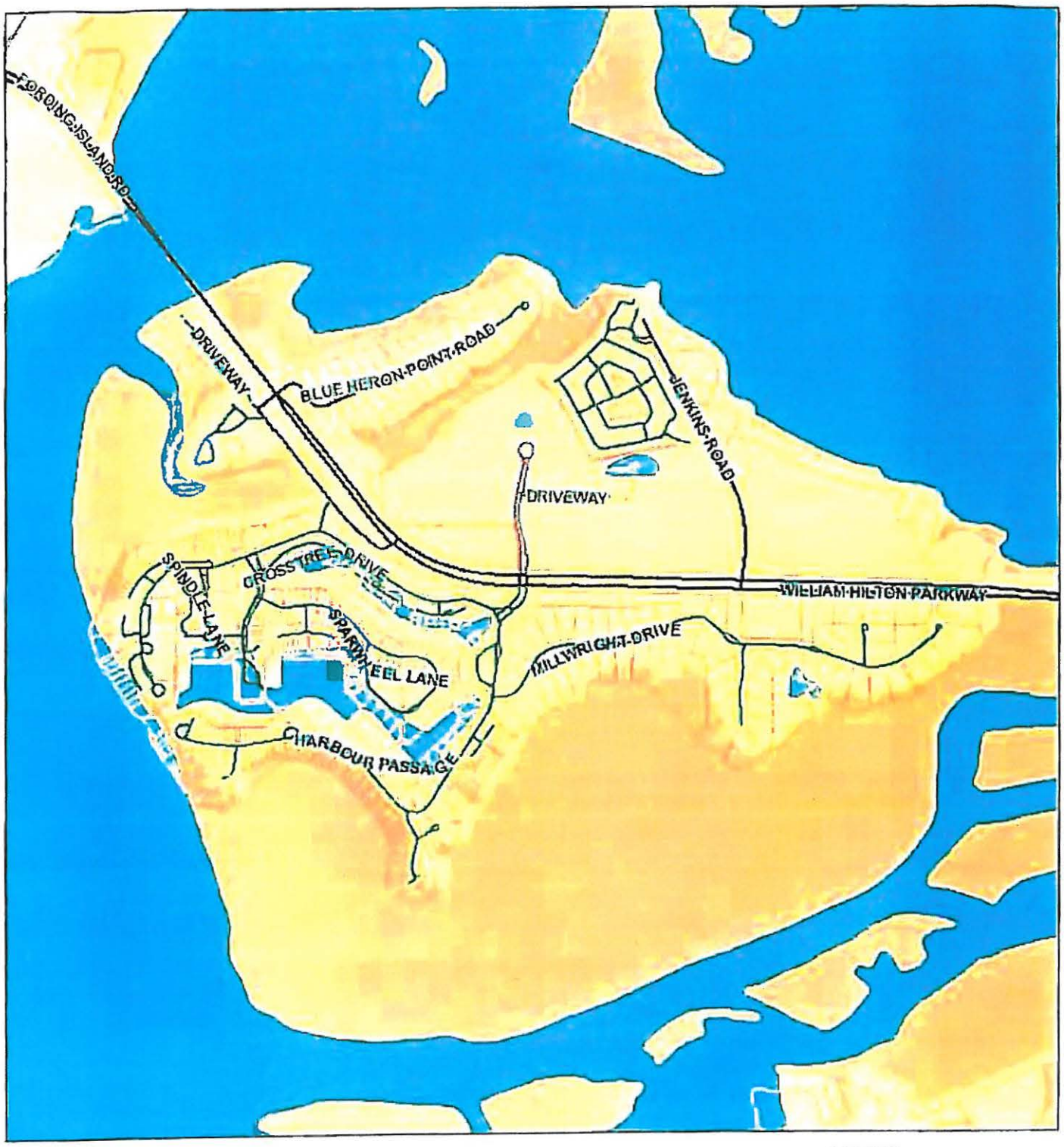
FUNDING. Professional Services, Sales Tax Road Projects , Account #11410-51160. As of 3/9/15, there is an available budget of $1,153,472.

FOR ACTION. Public Facilities Committee meeting on March 16, 2015.

RECOMMENDATION. The Public Facilities Committee approves a contract award to HDR/ICA Engineering, for $92,302 for the Jenkins Island Access Management System. Additionally, approve a project contingency of 8% bringing the total budget to $ 99,686 with funding as outlined above.

Attachments: Location map
Sales Tax Road Projects fund balance

JENKINS ISLAND TRAFFIC STUDY AREA



December 16, 2014

1:14,203

0 0.1 0.2 0.4 mi

0 0.175 0.35 0.7 km

- <all other values>
- STATE, PAVED
- STATE, UNPAVED
- COUNTY, PAVED
- COUNTY, UNPAVED
- PRIVATE, PAVED
- PRIVATE, UNDETERMINED
- TOWN, PAVED
- TOWN, UNPAVED
- MILITARY / PAVED
- MILITARY / UNPAVED
- Parcels

BEAUFORT COUNTY, SOUTH CAROLINA
SALES TAX ROAD PROJECTS
AS OF 3/9/2015

Beginning Fund Balance (July 1, 2014) **$ 31,873,999**

	FY 2015	
Revenue	Actual to Date	Remaining Anticipated
Intergovernmental Revenue		
Bluffton Parkway - Phase 5A	2,283,938	3,980,559
SC 170 Widening	2,689,929	8,534,188
Boundary Street	-	12,205,875
Contributions		
US 278 Improvements:		-
Hampton Parkway/Island West Frontage Road	25,000	
Bluffton Parkway - Phase 5A	430,460	-
Interest	45,617	-
Total Revenue	5,474,944	24,720,622

	FY 2015		
Expenditures	Expended to Date	Encumbered to date	Available Budget
Personnel costs to be allocated	52,263	24,929	-
Bluffton Parkway - Phase 5A	6,763,659	16,502,962	2,677,319
US 278 Improvements:			
Hampton Parkway/Island West Frontage Road	1,102	29,693	-
Berkley Hall/St. Gregory Frontage Road	127,449	48,592	1,558,477
SC 170 Widening	4,252,176	7,657,002	573,379
US 21/SC 802 (Lady's Island Drive)	91,486	14,271	450,258
SC 802 (Savannah Highway)	345,514	7,625	131,540
US 21 Boundary Street	767,966	21,900	
Boundary Street Parallel Road	985,375	-	17,831,156
Total Expenditures	13,386,991	24,306,973	23,222,129
Ending Fund Balance (as of the date of this report)	23,961,952		
Plus anticipated revenue		24,720,622	
Less encumbrances		(24,306,973)	
Available resources			$ 24,375,601
Unreserved available resources			$ 1,153,472

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator
Alicia Holland, Assistant County Administrator for Finance
Monica Spells, Assistant County Administrator for Civic Engagement
Dave Thomas, Purchasing Director

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering

SUBJ: **Broad River Fishing Pier Rehabilitation Project RFP#092315**

DATE: March 9, 2015

BACKGROUND. Beaufort County issued a Request for Proposals for qualified firms to inspect, design and provide rehabilitation recommendations for the Broad River Fishing Pier. In 2013, an inspection of the pier was completed and a report was prepared which indicated that while the pier was in fair condition, a deeper evaluation, analysis and preservation plan should be pursued to ensure the appropriate and timely repair of the facility. The original structure was constructed in 1957 and Beaufort County converted the northernmost 1800 feet of the bridge into a fishing pier when traffic was shifted to the new span in 2004.

The following firms responded and provided a proposal for the project on September 23, 2014.

PROPOSER	LOCATION
Cape Romain Contractors, Inc.	Wando, SC
O'Quinn Marine Construction, Inc.	Beaufort, SC
Structural Preservations Systems	Sarasota, FL

A selection committee consisting of the CIP Manager, Construction Manager, Public Works Director, Disaster Recovery Coordinator, Public Works Superintendent North and Public Works General Support Superintendent reviewed the proposals submitted using established criteria focused on the "best value offered" and the process recommended to rehabilitate the pier. All three firms were interviewed and on the basis of the qualifications and project approach, the firm of O'Quinn Marine Construction, Inc., was selected to further develop an inspection and engineering scope. Attached is O'Quinn Marine's 2/19/15 proposal scope. Stage 1 Rehabilitation Inspection & Engineering will include development of necessary engineering plans & specifications based on a thorough above and below water inspection of the structure, materials testing, development of existing capacity models and prioritized repair regime. Stage 2 is the implementation of the developed preservation plan as appropriate.

County Engineering staff has reviewed the submitted proposal and recommend proceeding with O'Quinn Marine's approach. in the amount $76,810 for Stage 1 (Items 1 & 2).

SMB OUTREACH PLAN. Based on the scope of the work for Stage 1 – Inspection & Engineering for the Broad River Fishing Pier Rehabilitation, the County's SMB Ordinance does not apply.

FUNDING. It is recommended that funding for this project be approved from the County's Local Accommodations Tax with an available fund balance of $1,158,912.

ACTION. Public Facilities Committee Meeting on March 16, 2015.

RECOMMENDATION. The Public Facilities Committee approve a contract award to O'Quinn Marine Construction, Inc., to complete Stage 1 – Inspection & Engineering for the rehabilitation/preservation of the Broad River Fishing Pier for a total contract amount of $76,810. Additionally, approve and recommend to County Council funding for this project from the County's Local Accommodations Tax.

Attachment: 2/19/15 Proposal Scope from O'Quinn Marine

O'Quinn Marine Construction Inc.
95 Sheppard Road
Beaufort, SC 29907
843-522-3313 (Office)
843-522-3138 (Fax)

PROPOSAL

February 19, 2015

Mr. Robert McFee, P.E.
Director of Engineering and Infrastructure
Beaufort County Engineering Division
104 Industrial Village Road, Bldg #3
Beaufort, SC 29906

RE: Broad River Fishing Pier Rehabilitation - RFP 092314

O'Quinn Marine Construction Inc., proposes to furnish the following items to accomplish inspection, engineering design and future plan to preserve and repair the Broad River Fishing Pier. This proposal is the first phase of the total project RFP 092314 Broad River Fishing Pier Rehabilitation and will be the basis of this proposal dated September 22, 2014.

1. Furnish labor, marine vessels and equipment to perform the task of completing the Engineering Pre-Construction Inspection. Organize and facilitate the team to have a firm plan to repair and preserve the fishing pier. **Cost: $20,000.00**

2. A Preconstruction Inspection performed by McSweeney Engineers and KCI Technologies. They will inspect and assess conditions of the existing structure. After all field work is performed including a thorough underwater investigation of the piles, they will develop a report that discusses the following:

    - Current condition of bridge/pier including a structural analysis load rating.
    - Perform laboratory compression and petrographic analysis of cored samples by Conestoga-Rovers & Associates.
    - Determine the most effective plan for repair and preservation.
    - Provide a complete Engineers design plan and specifications for repair and preservation. **Cost: $56,810.10**

3. Project management by McSweeney Engineers including Quality Assessment and Quality Control throughout the construction phase. Post Construction inspections and reports provided to owner. Necessary permits for maintenance and repair. **Cost: $22,655.00**

4. Follow up inspections by McSweeney Engineers. **Cost: $5,960.00**

Respectfully submitted:

Robert D. O'Quinn, III
O'Quinn Marine Construction Inc.

O'Quinn Marine Construction Inc.
95 Sheppard Road
Beaufort, SC 29907
843-522-3313 (Office)
843-522-3138 (Fax)

Scope of Work: To be performed by KCI Technologies, Inc.

Phase I – Participate I a field site visit to assess the condition of the existing structure. KCI will proved an engineer to visually inspect the existing structure alongside McSweeney Engineers. It is assumed that the KCI Engineer will be on-site for up to 2 days. Access to the underside of the structure is to be provided by others.

Phase 2 – Once the site visit is complete, KCI will assist McSweeney Engineers in developing an evaluation report that discusses:

- Current condition of the bridge/pier including structural analysis load rating (assumes adequate existing plans are obtainable from the County)
- Discussion of destructive/non-destructive testing requirements if necessary to further determine structural integrity of bridge/pier components.
- List of recommended remedial actions with cost estimates (design-build Contractor input required)

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

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Request to Purchase two Motor Graders from State Contract for Beaufort County's Public Works Department**

DATE: March 16, 2015

BACKGROUND: The Purchasing Department received a request from the Public Works Department to purchase two 2015 Volvo model G930 motor graders from a State contract vendor. The new motor graders are replacements for a 2000 John Deere Model 770CH motor grader assigned to Roads & Drainage North (RDN) and a 1984 John Deere Model 770B assigned to Roads & Drainage South (RDS). The RDN Section currently has three motor graders, all of which have in excess of 7,000 operating hours. Public Works intends to replace the least reliable of the three. RDS has two motor graders, a 2001 with more than 7,000 hours that we use on the mainland and a 1984 with more than 10,000 hours on Duafuskie Island. Public Works intends to keep the new motor grader on the mainland and transfer the 2001 to Daufuskie Island. Both replaced motor graders will be sold on GovDeals.

STATE CONTRACT VENDOR INFORMATION:	**COST**
ASC Construction Equipment, Savannah, GA	$313,040

FUNDING: Account # 40090011-54213-2014 Bonds, Specialized Capital Equipment-PW

FOR ACTION: Public Facilities Committee meeting on March 16, 2015.

RECOMMENDATION: The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award of $313,040 to purchase two new 2015 Volvo model G930 motor graders from the aforementioned vendor in support of Public Works operations.

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator/Special Counsel
Alicia Holland, Asst. Co. Administrator, Finance
Eric Larson, Environmental Engineer
Eddie Bellamy, Director Public Works

Att: Pricing Information

Construction Equipment USA, INC.

SALES CONTRACT AND SECURITY AGREEMENT

Customer No.	County	State	Date	Customer P.O. No.	Salesman	No.
	Beaufort	SC	2.10.15		James Holcombe	

Destination	State	Via		DELIVERY DATE:
Beaufort, SC	SC	[ ] Customer Pick-up [X] Other	[ ] COMMON CARRIER NAME Delivery by ASC Construction Equipment	2.25.15

SOLD TO

Beaufort County

120 Shanklin Road

Beaufort, SC 29906

PHONE #

[ ] Individual [ ] Partnership [X] Corp

TERMS:	[ ] Cash on Delivery	[X] Finance	No. Months

Attention: Chad Stanely

Contract NO: 4400005538

Quan.	Mfg.	Model	Serial Number	Sales Price
1	2015 Volvo	G930	583022	$156,220.00
	Equipped as per SCMMO Contract			
1	2015 Volvo	G930	583017	$156,220.00
	Equipped as per SCMMO Contract			
	WITH WARRANTY OF: New Machine Warranty Included & Extended Warranty 5 yr & or 3,000 hours			
		F.O.B.		

Used Equipment sold on an **"AS IS WHERE IS"** basis unless specifically noted on the face of this contract.

Trade-ins are F.O.B. our branch

BILL OF SALE FOR TRADE IN: For value received, Customer sell and delivers unto ASC Construction Equipment USA, Inc.

Mfg.	Model	Serial No.	Attachments

Customer warrants that there is no lien, debt, mortgage, or encumbrance of any kind, nature, or description against this property now existing, of record or otherwise, and that same is free and clear and is his sole and absolute property.

Equipment Price	$312,440.00
Freight	Included
Less Trade In	NA
Sub Total	$312,440.00
Carrying Charge	NA
Sales Tax	$600.00
Less Down Payment	$0.00
Trade Payoff	$0.00
Unpaid Balance	$313,040.00

"All shipments subject to unforseen contingencies of the effect of priorities or other regulations of the United States government, or delays occasioned by strikes, weather, or any other occurrence beyond our control. Prices are F.O.B. Factory unless otherwise noted and are subject to any change in current list prices at the time of shipment from factory. On the purchase of new equipment, the warranties, including all limitations, of the manufacturer of that equipment are transferred by ASC Construction Equipment USA, Inc. to the customer. These warranties are incorporated by reference. You are entitled to a copy of these warranties prior to signing this contract. There are no understandings, representations, or agreements outside the terms of this contract. This contract is not binding upon ASC Construction Equipment USA, Inc. until approved and accepted by the Management of ASC Construction Equipment USA, Inc. Order cancellation changes assessed to ASC Construction Equipment USA, Inc. by the supplies or manufacturer, if any, will be paid by the customer"

SUBJECT TO TERMS AND CONDITIONS OF REVERSE SIDE INCLUDING WARRANTY LIMITATIONS

ACCEPTED ASC	Credit Approved By	Purchasing Company	Beaufort County	
Signature	Date	Signature of Customer	Title	Date 2.10.15
Title	Date	Signature of Salesman		Date 2.10.15

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Josh Gruber, Deputy County Administrator
Alicia Holland, Assistant County Administrator for Finance

FROM: Robert McFee, PE, Division Director of Facilities & Construction Engineering

SUBJ: **Construction Engineering Inspection/Construction Management (CEI/CM) Services for SC 170 Widening Project – February 2015**

DATE: March 12, 2015

BACKGROUND. In 2012, County Council awarded a contract for $2,030,714 to Infrastructure Consulting & Engineering (ICE) for construction engineering inspection/construction management services (CEI/CM) for the SC 170 Widening Project. Due to the construction delays associated with the SC 170 project, the CEI/CM services needed to be extended. For the month of February 2015, ICE had CEI/CM service charges for the SC 170 widening totaling $78,398.89. County Engineering Department staff has reviewed these charges and recommend payment.

FUNDING. SC 170 Widening Sales Tax Project Acct #33403-54500 with an available balance of $505,098.43. All CEI/CM services are reimbursable from the SCSIB Grant for this project.

ACTION. Public Facilities Committee Meeting on March 16, 2015.

RECOMMENDATION. That the Public Facilities Committee approve payment of the February 2015 CEI/CM Services performed by ICE for the SC 170 Widening Project.

JRM/mjh

Attachment: 1) ICE 3/5/15 Invoice

cc: Colin Kinton

Infrastructure Consulting & Engineering
1691 Turnbull Avenue
North Charleston, SC 29405

March 05, 2015
Project No: 12-21
Invoice No: 1221.28

Mr. Colin Kinton
Beaufort County Engineering
102 Industrial Village Rd
Bldg 3
Beaufort, SC 29902

Project 12-21 SC 170 CEI #07-036938A

Professional Services from February 01, 2015 to February 28, 2015

Phase FO Field Office

Task AD Admin

Professional Personnel

		Hours	Rate	Amount	
Schwartz, Carol		152.00	19.50	2,964.00	
	Totals	152.00		2,964.00	
	Total Labor				**2,964.00**

Reimbursable Expenses

Mileage-Personal Vehicle				
1/29/2015	Schwartz, Carol	SC170 Progress Meeting	16.95	
2/5/2015	Schwartz, Carol	manager & progress meeting	19.78	
2/12/2015	Schwartz, Carol	SC170 Progress Meeting	16.95	
2/18/2015	Schwartz, Carol	Staples	2.83	
2/19/2015	Schwartz, Carol	meetings and site drive thru	24.86	
Field Supplies & Equipment				
2/18/2015	Schwartz, Carol	Staples	67.82	
	Total Reimbursables		**149.19**	**149.19**

Additional Fees

Overhead Rate		127.77 % of 2,964.00	3,787.10	
Fee		10.00 % of 6,751.10	675.11	
	Total Additional Fees		**4,462.21**	**4,462.21**

Total this Task **$7,575.40**

Task IN Inspection

Professional Personnel

		Hours	Rate	Amount	
Durham, Michael		181.50	35.50	6,443.25	
Peek, Justin		158.50	19.75	3,130.38	
	Totals	340.00		9,573.63	
	Total Labor				**9,573.63**

Consultants

Sub Consultant				
2/28/2015	F&ME Consultants, Inc	F&ME Inspection Services	1,319.55	
	Total Consultants		**1,319.55**	**1,319.55**

Reimbursable Expenses				
Hotel/Lodging				
2/4/2015	Carlton, Frann	Ashton Pointe	974.00	
2/4/2015	Carlton, Frann	Ashton Pointe	1,132.00	
	Total Reimbursables		**2,106.00**	**2,106.00**
Unit Billing				
Communication				
2/28/2015	J. Peek Cell Phone @ $70.00		70.00	
2/28/2015	M. Durham Cell Phone @ $70.00		70.00	
Vehicle				
J. Peek Trk Allow @ $875		1.0 Vehicle @ 875.00	875.00	
M. Durham Trk Allow @ $875		1.0 Vehicle @ 875.00	875.00	
	Total Units		**1,890.00**	**1,890.00**
Additional Fees				
Overhead Rate		127.77 % of 9,573.63	12,232.23	
Fee		10.00 % of 21,805.86	2,180.59	
	Total Additional Fees		**14,412.82**	**14,412.82**
			Total this Task	**$29,302.00**

Task PM Project Management

Professional Personnel

		Hours	Rate	Amount	
Wertz, Alan		153.00	62.02	9,489.06	
	Totals	153.00		9,489.06	
	Total Labor				**9,489.06**

Reimbursable Expenses				
Hotel/Lodging				
1/30/2015	Wertz, Alan	SCE&G - Alan Power	53.27	
2/4/2015	Carlton, Frann	Ashton Pointe	841.00	
2/5/2015	Wertz, Alan	Studebaker - Water Bill	18.01	
Site Office Rent/Utilities				
1/27/2015	Coastal Capital Leasing	Beaufort, SC	395.21	
	Total Reimbursables		**1,307.49**	**1,307.49**
Unit Billing				
Communication				
2/28/2015	A. Wertz Cell Phone @ $70.00		70.00	
Vehicle				
A. Wertz Trk Allow @ $875		1.0 Vehicle @ 875.00	875.00	
	Total Units		**945.00**	**945.00**
Additional Fees				
Overhead Rate		127.77 % of 9,489.06	12,124.17	
Fee		10.00 % of 21,613.23	2,161.32	
	Total Additional Fees		**14,285.49**	**14,285.49**
			Total this Task	**$26,027.04**
			Total this Phase	**$62,904.44**

Phase MO Main Office

Task AD Admin

Professional Personnel

	Hours	Rate	Amount	
Besosa, Hollis	1.00	35.58	35.58	
Coleman, William	1.00	75.00	75.00	
Totals	2.00		110.58	
Total Labor				**110.58**

Additional Fees

Overhead	164.04 % of 110.58	181.40	
Fee	10.00 % of 291.98	29.20	
Total Additional Fees		**210.60**	**210.60**

Total this Task **$321.18**

Task PM Project Management

Professional Personnel

	Hours	Rate	Amount	
LeMin, Marc	20.50	65.87	1,350.34	
Totals	20.50		1,350.34	
Total Labor				**1,350.34**

Unit Billing

Mileage Rate

M. LeMin Mileage	232.0 Miles @ 0.56	129.92	
Total Units		**129.92**	**129.92**

Additional Fees

Overhead Rate	164.04 % of 1,350.34	2,215.10	
Fee	10.00 % of 3,565.44	356.54	
Total Additional Fees		**2,571.64**	**2,571.64**

Total this Task **$4,051.90**

Task SU Survey

Professional Personnel

	Hours	Rate	Amount	
Cummings, Richard	50.00	36.00	1,800.00	
Hardy, Dustin	50.00	18.50	925.00	
Jones, Ross	14.00	24.04	336.56	
Stroble, Gary	6.50	48.08	312.52	
Stroble, Kyle	10.50	26.00	273.00	
Totals	131.00		3,647.08	
Total Labor				**3,647.08**

Unit Billing

Mileage Rate

K.Stroble Mileage	150.0 Miles @ 0.56	84.00	
R.Cummings Mileage	794.0 Miles @ 0.56	444.64	
Total Units		**528.64**	**528.64**

Additional Fees

Overhead Rate	164.04 % of 3,647.08	5,982.67	

Project	12-21	SC 170 CEI #07-036938A	Invoice	1221.28
Fixed		10.00 % of 9,629.75	962.98	
	Total Additional Fees		**6,945.65**	**6,945.65**
			Total this Task	**$11,121.37**
			Total this Phase	**$15,494.45**
			Total this Invoice	**$78,398.89**

William Coleman, III, P.E.

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY TRAFFIC & TRANSPORTATION
ENGINEERING DEPARTMENT
113 Industrial Village Road, 29906
PO Drawer 1228, Beaufort, SC 29901-1228
Phone: (843) 255-2940 Fax: (843) 255-9443

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Colin Kinton, County Traffic Engineer CK

SUBJ: **Update – Woods Memorial Bridge Openings**

DATE: March 13, 2015

Beaufort County and the City of Beaufort jointly requested a review of the Woods Memorial Bridge (US 21 Business) opening schedule by the United States Coast Guard (USCG) on October 2, 2014 (See attached).

Christopher L. Ruleman, BOSN4 of the USCG met with Transportation Engineer Colin Kinton on February 17, 2015. During this meeting, County collected traffic data and bridge opening/delay data were shared with USCG.

Potential revised opening schedules discussed included limiting openings between 6:30 a.m. - 9:00 a.m. and 3:00 p.m. - 6:00 p.m. Monday thru Friday. Between these times, the bridge would open hourly if pleasure boats are waiting to pass (9:00, 10:00, 11:00 a.m., noon, 1:00, 2:00, 3:00 p.m). The Saturday opening schedule would also be limited to hourly openings during daytime hours. The bridge would still have to open for commercial vessels on demand because of their size.

If the USCG agrees to the above opening schedule, a six month trial period will be enacted. During the trial period, if overall operations are improved, the USCG will begin the process to modify the United States Code of Federal Regulations (CFR23) which regulates all moveable span/drawbridges within the United States.

Attachment: 1) Joint City/County letter

OFFICE OF THE COUNTY ADMINISTRATOR
COUNTY COUNCIL OF BEAUFORT COUNTY

GARY T. KUBIC
COUNTY ADMINISTRATOR

CHERYL HARRIS
EXECUTIVE ASSISTANT

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2026
FAX: (843) 255-9403
www.bcgov.net

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR

October 2, 2014

Commander (dpb)
Attn: W. Gwin Tate, III
Coast Guard Bridge Branch
909 SE 1st Ave. Ste. 432
Miami, FL 33131-3028

Dear Mr. Tate:

As Beaufort County has continued to grow in popularity, the related traffic issues have also grown exponentially. One of the most controllable of these issues is the delays and disruptions created by the random openings and malfunctioning of the Woods Memorial Bridge (U.S. 21 Bus.) over the Beaufort River, Atlantic Intracoastal Waterway (milepost 536). This bridge connects the City of Beaufort on Port Royal Island with Lady's Island to the east. Not only do the drawbridge openings affect daily traffic and local economics, it also has a dramatic effect on emergency response. A revision in the opening schedule could potentially resolve many of the resulting daily impacts.

Lady's Island and all of the Sea Islands east of it have grown significantly over the past decade including many commercial properties as well as the new Beaufort High School. This school houses over 1500 students. Whenever an incident occurs at the high school requiring a law enforcement response from the City of Beaufort, those responding patrol cars must cross the drawbridge.

The Sea Islands east of Lady's Island are home to over 30,000 citizens and host over 1 million visitors annually. While there are emergency responders from all disciplines stationed east of the Woods drawbridge, incidents occur routinely that require additional resources. These resources often have to choose between the closest route (Woods) or the longer (McTeer) route. Because of the increased risk, emergency responders do not choose the shortest route.

An analysis of the past two years of bridge opening logs for the Woods Memorial bridge indicate that out of nearly 4000 openings, only 660 were for commercial traffic such as tugs, shrimp boats and passenger vessels. This means essentially four out of five openings are for pleasure craft. Emergency and economic needs of a community should not be so adversely affected by leisure use of the Intracoastal Waterway.

The economic and environmental cost of the openings is significant to the community. Beaufort County Traffic Engineering studied the impact of bridge openings to surface transportation network and estimated over 2,000 minutes of delay were associated with each bridge opening. These avoidable roadway delays queue traffic along US 21 Bus. creating routine gridlock, further impacting emergency response and severely curtail commerce along the corridor. It is estimated the community loses nearly $2 million annually in lost time and other economic impacts as a result of the existing opening schedule.

Considering the results and impacts of the existing condition, we, the undersigned, respectfully request a consideration of the opening schedule for non-commercial river traffic to be established for 6:30 am, 10:00 am, 2:00 pm, and 6:30 pm with no restrictions between 6:30 pm to 6:30 am. For all commercial or government vessels the span can open on demand.

Sincerely,

Gary Kubic, County Administrator
Beaufort County

Scott Dadson, City Manager
City of Beaufort

GK/SD:ch

COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DEPARTMENT
104 Industrial Village Road, Building #3, Beaufort, SC 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator GKubic

FROM: Robert McFee, PE, Division Director Facilities and Construction Engineering

SUBJ: **Daufuskie Island Park/Trail Project RFP#022615E**

DATE: March 9, 2015

BACKGROUND. In March of 2014, Beaufort County was awarded a grant by the South Carolina Department of Parks Recreation and Tourism (SCPRT) for the development of a recreational trail and associated amenities including restrooms on Daufuskie Island. Beaufort County solicited proposals for the project under the design-build project delivery approach in the fall of 2014 and the winter of 2015. Neither solicitation resulted in a proposal submittal.

As indicated on the attached Project Agreement, the project is to be completed and all project billings are to be submitted by September 30, 2015. Given the historical lack of response and existing constraints, it is highly unlikely this project can be accomplished in this timeline. In discussions with the SCPRT staff, extensions are sometimes granted, but given the past experience, adjustments to the project scope or county budgeted match contribution should be made in order to justify an extension request .

ACTION. Public Facilities Committee Meeting on March 16, 2015.

JRM/mjh

Attachments:
1) Request for Proposals 2nd Advertisement
2) SCPRT Grant
3) 8/6/13 County Commitment Letter

REQUEST FOR PROPOSAL

BEAUFORT COUNTY

Daufuskie Island Park 2nd Request

RFP #022615E

Sealed Proposals will be received by the Beaufort County Council, Beaufort, South Carolina, at the office of the Beaufort County Purchasing Department located at 106 Industrial Village Road, Bldg. #2, Beaufort, SC 29906, until 5:00 p.m., local time February 26, 2015. The Proposal opening is not open to the public. No submitted Proposal may be withdrawn after the scheduled closing time or receipt of bids for a period of ninety (90) days.

There will be no pre-proposal meeting.

The project consists of developing plans, specifications, supplying materials, labor, and constructing the amenities as per the South Carolina State Parks Recreation and Tourism Grant P28051400514 in the Daufuskie Island Park located at 105 Frances Jones Blvd. on parcel number R800 024 000 0135 0000, on Daufuskie Island. The amenities include walking paths, vegetation, restrooms, water system, sewer system, parking area, access drive, signage, picnic tables, grills, and electrical service.

Proposal documents are available at the office of the Beaufort County Engineering Department, 104 Industrial Village Rd., Bldg. #3, Beaufort, SC. 29906

To request a Proposal package you may e-mail cskinner@bcgov.net or call the Engineering Department at (843) 255-2700.

Beaufort County reserves the right to reject all bids and to waive minor informalities and irregularities.

STATE OF SOUTH CAROLINA
DEPARTMENT OF PARKS, RECREATION AND TOURISM
RECREATIONAL TRAILS PROGRAM
PROJECT AGREEMENT

PROJECT NUMBER: P28051400514

PROJECT NAME: Beaufort County Daufuskie Island Park

PROJECT SPONSOR: Beaufort County Planning Department

GRANT AMOUNT: **$98,702.26**

PERIOD OF THIS AGREEMENT: March 18, 2014 to September 30, 2015

PROJECT SCOPE: (Described in detail in the project file, but is summarized as follows):

Construct a 960 lf x 6 ft. wide walking trail with restroom facility and parking area.

The State of South Carolina, represented by the Department of Parks, Recreation and Tourism, (hereinafter referred to as PRT), and the Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herein. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

Project must be completed and bills submitted by September 30, 2015

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

.) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.

2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and usable manner for their intended purposes throughout the agreement period.

3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the Recreational Trails Program in cooperation with the South Carolina State Trails Program and the Federal Highway Administration for assisting in the project.

4) In the event that permits or other approvals may be required as a result of the activities proposed under this project, the Project Sponsor must provide PRT with copies of same.

5) In the event that any portion of this agreement applies to work on public lands by an organization or individual, the Project Sponsor (organization or individual) will enter into a separate agreement with the public agency to undertake the work and provide a copy to PRT.

In witness whereof, the parties hereto have executed this as of the date entered below.

The State of South Carolina
By Randal A. Pharr
Department of Parks, Recreation and Tourism
Date 3/18/14

Project Sponsor
By Gerald Dick
Title Beaufort County Administrator
Date 3/20/14

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BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
STAFF ATTORNEY

August 6, 2013

South Carolina Department of Parks, Recreation & Tourism
Finance Department
Attn.: 2013/2014 Grant Application
1205 Pendleton Street, Suite 517
Columbia, SC 29201

Dear Grant Administrator:

This letter is to confirm the financial commitment from Beaufort County to provide the matching funds for the Daufuskie Island Park/Trail project. The County's goal is to construct a 960 lf x 6 ft recreational trail located in the historic Maryfield District on Daufuskie Island. Included in this effort will be provision of amenities including a drive, parking area, restrooms, and landscape barrier between the park and convenience center.

The total project cost is $124,760, and our matching commitment is 20%, or $24,952. The match is available to be used for the project after notification of the grant award.

Thanks for considering our grant application and administering the opportunity for construction of additional trails in South Carolina.

Sincerely,

Gary Kubic
County Administrator

GK:tc

ADD-ONS

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

Topic::	Nickel's Place Subdivision Roads
Date Submitted:	March 16, 2015
Submitted By:	Robert McFee
Venue:	Public Facilities Committee

Nickles Place Subdivision is a 40-lot residential subdivision located off of Reeds Road on Lady's Island. It was developed in 1995 by SPAD CO., LLC.

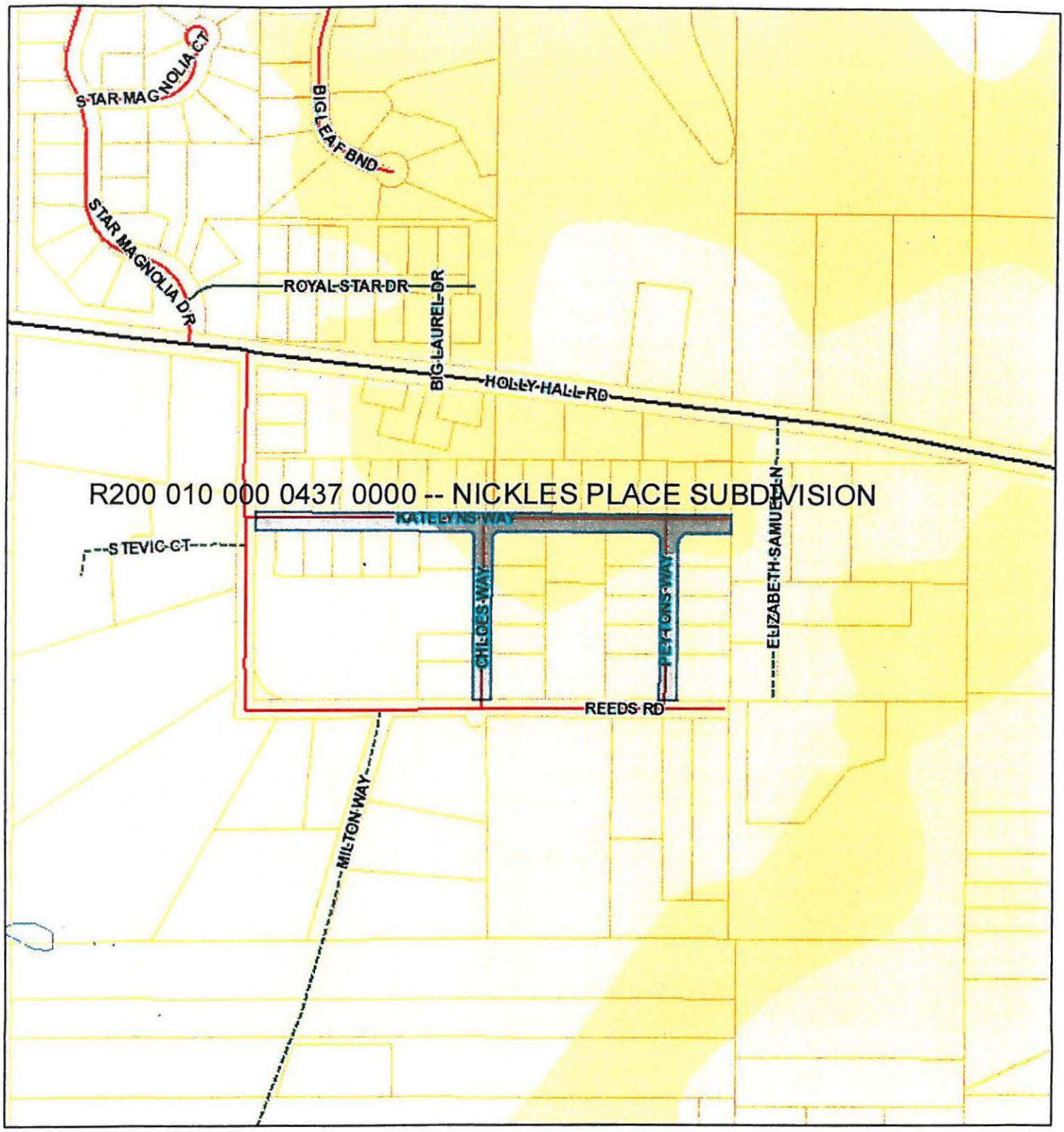
There are three paved streets: Katelyn's Way (1,300'), Chloe's Way (490'), and Peyton's Way (490'). The street rights-of-way are 50'.

The DRT documents indicate that the streets would be accepted by the County. The developer included a "dedication stamp" on the subdivision plat dedicating the streets and drainage to Beaufort County. He was apparently not aware that the R/W and drainage should have been conveyed by deed.

Eventually, ownership of the unsold lots, drainage, and right-of-way changed hands. The R/W was subsequently conveyed to the HOA on December 30, 2011 by Broad River Construction, Inc. Prior to this date, the Nickles Place Subdivision streets were designated as County Streets. Once they were conveyed to the HOA, the designation was changed from County to Private.

Robert McFee
Public Facilities Committee
March 16, 2015

NICKLES PLACE S/D -- R/W ACQUISITION



March 13, 2015

1:5,506

0 0.045 0.09 0.18 mi

0 0.075 0.15 0.3 km

FINAL INSPECTION **CERTIFICATE OF COMPLIANCE**

To: Hillary Austin, Zoning & Development Administrator

From: Bob Klink, County Engineer

Date: April 20, 2006

Project: **Nickels Place Subdivision, Lady's Island**

Development Permit Number: 4415

FINAL INSPECTION FOR COMPLIANCE WITH THE BEAUFORT COUNTY DEVELOPMENT REVIEW COMMITTEE ZONING AND DEVELOPMENT STANDARDS. THIS CERTIFICATE DOES NOT GRANT RELEASE OF RESPONSIBILITY FOR FULL COMPLIANCE WITH ALL PROVISIONS OF THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE.

1. **Site Work**: Completed per approved plans
2. **Parking**: Completed per approved plans
3. **Drainage**: Completed per approved plans
4. **Erosion/Sedimentation Control**: Completed per approved plans
5. **Landscaping**: Completed per approved plans
6. **New Handicap Barrier-Free Construction**: Completed per approved plans

Comments:

Bond Required:
Inspection Fee: None

REK/pae

coc/final/4415

4/12 RB
SPAD
1035

BEAUFORT COUNTY SC- ROD
BK 02271 PGS 1845-1850
DATE: 11/18/2005 02:08:54 PM
INST # 2005098901 RCPT# 377451

NICKLES PLACE SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 9th day of November By 2005 SPAD CO, LLC hereinafter referred to as the "Developer".

WHEREAS, the developer of a subdivision in the County of BEAUFORT and State of South Carolina, known as "NICKLES PLACE SUBDIVISION", the same being a subdivision of all those certain lots, tracts or parcels of land, situated, lying and being in BEAUFORT County, South Carolina, and shown and delineated by a plat of survey of the same prepared by TGS Land Surveying, which plat is dated _____ and is recorded on Page 110, in Book 23, BEAUFORT County Public Records.

WHEREAS, it is to the best interest, benefit and advantage of the Developer and to the benefit and advantage of each and every person who shall hereafter purchase and acquire any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land.

Now, THEREFORE, the Developer hereby declare that all lots in NICKLES PLACE SUBDIVISION as shown on the plat referred to above, be held, sold, conveyed or leased subject to the following
covenants,easements,restrictions
and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the lots of said subdivision, their heirs, successors and assigns, and such easements, restrictions,
covenants and conditions shall inure to the benefit of each owner thereof,

1. LAND USE

All the lots in said subdivision shall be used solely as residential lots. No primary structure shall be erected or placed on any residential building lot other than a one single-family site built home as hereinafter provided. Erection of an outbuilding, detached garage or detached carport is permitted, but said structure shall be consistent and harmonious with the style, materials and construction of the residential dwelling on said lot. Location of structure must be approved by the developers. Neither a temporary nor permanent residence shall be established on any lot in a basement, shack, tent, camper, travel-trailer, garage, barn, recreational vehicle, nor any other out buildings. No residence of a temporary character shall be permitted under any circumstances. No more than one residence of any type shall be placed on a lot. No steel frame with steel siding buildings may be erected on any lot.

2. DWELLINGS

No building shall be erected, placed or altered on any lot unless the design and location on the lot conform to and are in harmony with the character of design of existing structures on the subdivision tract.

The Developer is empowered to approve construction plans and specifications as to design, quality of workmanship and materials and harmony of external design with the existing structures with respect to topography and finish grade elevation. The Developer reserves the right to reject any home they feel does not meet the character of the subdivision.

DWELLING SIZE

(a) In the case of a one story structure, no dwelling shall be erected on any lot where the heated and cooled area thereof shall be less than 1000 square feet.

These minimum requirements of square foot ground area for heated area and are exclusive of porches, carports, garages, basements, patios and similar items of construction. Mobile homes, block houses, underground homes, log homes, houses on poles and igloo shaped houses are not permitted.

3 . DWELLING EXTERIORS

Whites and natural earth tone colors are preferred. No bright or odd colors accepted. No unfinished surfaces allowed. Block foundations are to be stuccoed and painted. All curtains visible from the street must be natural or subdued colors.

4. DWELLING LOCATION

Dwelling must be placed on lots in a uniform manner to be approved by the Developer. Driveway design and location must be approved by Developers. All buildings, driveways and landscaping shall be placed, if possible, so that the existing trees will be preserved. Setback requirements for individual lots are shown on the plat for the subdivision, recorded on Page 110 , Book 23 , BEAUFORT County Public Records.

5. LANDSCAPING

Front yards of all homes to have a professional landscape look and be composed of grass, shrubbery and pine needles.Side and rear yards to be landscaped also. No stump to be left above ground level on lot. Building debris (stumps, etc.) shall be removed before occupancy. Driveways to be concrete (or Asphalt if approved by the developer). Tree preservation is a main goal. All buildings, driveways and landscaping shall be designed so that the maximum number of trees will be preserved.

6. SUBDIVISION GUIDELINES

(A) Homes and landscape must be attractively maintained.

(B) Vegetable or flower gardens must be in the rear of the home and not visible from the street.

(C) No gate, columns, walls or fences to be placed along the front or side of any lot in such a way that it is closer to the street than the dwelling. All other fences visible from the road, except those of wood or vinyl construction shall be screened with shrubbery so as not be visible from the street views.

(D) No animals shall be kept other than usual household pets such as cats or dogs and only in moderation per household. No poultry or poultry houses. Pets must be kept in enclosed areas.

(E) All playground equipment, swimming pools, pet enclosures, basketball goals, T.V. or radio antennas, wood piles, lawn furniture, boats, RV's, utility trailers, etc. shall be placed in the rear of the dwelling so as to not to be visible from the street.

(F) No satellite receiver or reception dish larger than 2 feet shall be erected or installed on any lot and must be installed in rear of the home and not be visible from the street.

(G) No all Terrain Vehicles (ATVs such as four wheelers) to be operated in the subdivision.

(H) No outside clotheslines.

(I) No above ground propane tanks will be allowed.

(J) Trash must be placed in approved containers in the rear of the home. It is the resident's responsibility to remove all trash promptly to a designated county dumpster area and remove any unsightly items from the property. If individual pickup is provided, residents move their trash cans to the front of the lot on the pickup day and return them to the rear of the house that night.

(K) No junk, damaged or inoperable or broken cars or vehicles in a state of repair shall be made on a vehicle on any lot or roadway. All cars and vehicles must be parked in driveways or garages and not in yards or roadways. No commercial vehicles, trucks or buses, cars with graffiti, odd or bright colors to be parked on any lot or in subdivision.

(L) No permanent signs allowed on lot, no business signs of any kind permitted. Only signs such as " for sale" signs of a temporary nature shall be allowed on any lot in said subdivision.

(M) It is the intent of these protective covenants to provide a subdivision of high quality standards. Any situation that arises which is considered not to be in harmony with the intent and purpose of these covenants shall be considered a violation.

(N) All roads and drainage easements will be dedicated to Beaufort County upon completion.

7. Each lot owner shall be responsible for a prorated share of the street light expense.

8. Mailboxes must conform to the design as established by the developer.

9 NICKLES PLACE is an open space subdivision. The open space is an integral part of each lot in the subdivision, and title to the open space, any part of it or any interest in it may not be conveyed separately from such lot. As the open space will not be subdivided each purchaser of a lot in the subdivision shall be granted an equal and undivided interest in the open space, subject to the regulation governing open space as established in the BEAUFORT County Zoning ordinance and subject to the prorated share of taxation.

10. RESUBDIVISION OF LOTS

No residential lot shall be resubdivied into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot if approved by the developer. In which event, the part sold shall thereafter be considered a part of such adjoining lot. No lot to be sold or easements or access across a lot in subdivision shall be given to an owner of any adjoining property not in said subdivision without the approval of the developer.

11. OFFENSIVE TRADE

No obnoxious or offensive trade shall be carried on or upon any lot and nothing shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12 . ENFORCEMENT

Violations or attempted violations on the part of any owner or the heirs, administrators, executors or assigns of any owner during the term of these covenants shall afford any person or persons owing a lot or lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either to restrain the violation or violations or to recover damages, including attorney fees, or both.

13. INDEMNIFY

The failure by the Developer to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or as to one occurring poor or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Developer.

14. SEVERABILITY

Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction of the subject shall in no way affect any of the other provisions herein contained, and such other provisions and protective covenants shall remain in full force and effect.

15. AMENDMENTS

The developer may include in any contract or deed hereinafter made or entered into, such modification and/or additions to these protective convenants and restrictions, any additional covenants and restrictions which will not, in the opinion of the Board, lower the standards of the property.

16. EXPIRATION

These covenants shall run with the land and be binding on the successors and assigns of the Developer and all persons claiming under them for a period of twenty (20) years.

17. HOMEOWNERS ASSOCIATION

The developer will provide for the establishment of a "Property Owners Association" for enforcement of these protective covenants and subdivision maintenance. After the developer has sold all lots in said subdivision the developers shall automatically be relieved of duties and responsibilities under these covenants.

18. Regime Fees

All property owners will have a yearly regime fee in the amount of $240.00. All regime fees will be due on June 1st of every year and will be pro-rated at the time of closing.

19. EASEMENTS

A five foot (5') easement for the installation and maintenance of utilities, drainage and sidewalks is hereby reserved over the front rear and side lot lines of each lot, provided, however, nothing herein contained shall be construed to prevent the use as one building or more adjoining and contiguous lots, and in the event two or more adjoining and contiguous lots are used as one building site, then the easement reserved herein over the side lot lines shall be reserved over the side lot lines formed by the joining of contiguous lots in one owner.

IN WITNESS WHEREOF, the parties have this day of 2005, duly executed and sealed this agreement.

x Witness

x Notary Public
10-31-2011

(SEAL)
NOTARY PUBLIC

SPMD Co., LLC
DEVELOPER

My commission expires
10-31-2011

STATE of SOUTH CAROLINA
PROBATE
COUNTY OF BEAUFORT

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named SPAD CO.,LLC, its Owner, sign, seal and as its act and deed, deliver the within written Declaration of Protective Covenants (NICKLES PLACE Subdivision) and that s/he with the other witness witnessing the execution thereof.

SWORN to before me this 9 day of November, 2005

x Catherine Pall Nickle
WITNESS