

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) 255-2180
www.bcgov.net

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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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ROBERTS "TABOR" VAUX

THOMAS J. KEAVENY, II
INTERIM COUNTY ADMINISTRATOR
COUNTY ATTORNEY

CONNIE L. SCHROYER
CLERK TO COUNCIL

AGENDA
PUBLIC FACILITIES COMMITTEE

Monday, October 22, 2018

4:00 p.m.

Large Meeting Room, Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

Committee Members:

Stu Rodman, Chairman
York Glover, Vice Chairman
Rick Caporale
Michael Covert
Alice Howard
Jerry Stewart
Roberts "Tabor" Vaux

Staff Support:

Patrick Hill, Director
IT Systems Management
Colin Kinton, Division Director
Transportation Engineering
Eric Larson, Division Director
Environmental Engineering
Robert McFee, Division Director
Facilities and Construction Engineering

1. CALL TO ORDER – 4:00 p.m.
2. CONSIDERATION OF CONTRACT AWARDS
 - A. Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / one Caterpillar backhoe loader for the Public Works Department, Stormwater Division / \$ 117,452 ([backup](#))
 - B. Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / one Caterpillar bulldozer for the Public Works Department, Stormwater Division / \$ 153,268 ([backup](#))
 - C. Sourcewell (Blanchard Machinery), Hardeeville, South Carolina / one Caterpillar mini-excavator for the Public Works Department, Stormwater Division / \$ 67,387 ([backup](#))
 - D. Patterson Construction, Beaufort, South Carolina / Voter Registration Warehouse Construction / \$219,311.40 ([backup](#))
 - E. ThinkGard Total Data Security, Pelham, Alabama / cloud-based backup solution / \$104,972.60 ([backup](#))
 - F. Data Network Solution, Chapin, South Carolina / Nutanix hyper-converged infrastructure (HCI) server system / \$229,884.48 ([backup](#))
3. UPDATE / EDGAR GLENN (LEMON ISLAND) BOAT LANDING LIGHTING IMPROVEMENTS ([backup](#))
4. DISCUSSION / CONSIDERATION OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE) ([ordinance / agreement](#))



5. DISCUSSION / ANIMAL SHELTER FACILITIES PROJECT AT 10 PRITCHER POINT ROAD, OKATIE ([map](#))
 - A. Conveyance of utility easement to the Beaufort-Jasper Water & Sewer Authority (BJWSA) ([backup](#))
 - B. Conveyance of utility easement to Hargray Communications Group, Inc. ([backup](#))
 - C. Conveyance of a quit claim deed for the installation of the lift station by the BJWSA ([backup](#))
 - D. Bill of Sale granting ownership of certain infrastructure materials to the BJWSA ([backup](#))
6. UPDATE / US HIGHWAY 278 CORRIDOR GATEWAY PROJECTS
7. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
 - A. Beaufort County Transportation Committee / One Vacancy (Council District 5)
 - B. Keep Beaufort County Beautiful Board / Two Vacancies (Council Districts 7 and 8)
8. ADJOURNMENT



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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Purchase One CAT 420F2 Backhoe Loader for the Public Works Department, Stormwater Section
DATE: 10/15/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase one CAT 420F2 Backhoe Loader to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The price includes a five-year warranty.

Total cost of \$117,452 includes equipment, delivery, five-year warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Machinery, Hardeeville SC

COST:

\$117,452

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Stormwater Utility, Specialized Capital Equipment
Stormwater Utility Enterprise Fund had a net position (fund balance) exceeding \$6 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 10/16/2018

FOR ACTION: Public Facilities Committee meeting on October 22, 2018.

RECOMMENDATION:

The Purchasing Department, and the Fleet Manager recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$117,452 to purchase the CAT 420F2 Backhoe Loader and warranty as outlined above in support of the Stormwater Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: Backhoe Loader.pdf 1.04 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/16/2018

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance Approved: Yes Date: 10/16/2018

Eric Larson, Director, Environmental Engineering & Land Approved: Yes Date: 10/16/2018

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

David Wilhelm, Director, Public Works Department Approved: Yes Date: 10/16/2018

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

After Initial Submission, Use the Save and Close Buttons

BEAUFORT COUNTY GOVERNMENT-
PUBLIC WORKS & MAINTENANC
84 SHANKLIN RD
BEAUFORT, SC 29901

September 26, 2018

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: 420F2 HRC Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph
Machine Sales Representative

Standard Equipment

BOOMS, STICKS AND LINKAGES

14'4" Center pivot excavator style backhoe	Swing transport lock
Pilot operated joystick hydraulic controls with pattern changer valve	Street pads stabilizer shoes
Pilot operated stabilizer controls	Anti-drift hydraulics (Boom, Stick and E-Stick)
Boom transport lock	Cat Cushion Swing(tm) system
	Bucket level indicator

POWERTRAIN

Transmission--four speed synchro mesh with power shuttle & neutral safety switch	integral precleaner, automatic dust
Torque converter	A dry-type axial seal air cleaner with Eco mode
High Ambient Cooling Package	Thermal starting aid system
Drive-line parking brake	Water separator with service indicator with Selective Catalytic Reduction(SCR)
Differential lock	US EPA Tier4 Final Emissions Compliant with ACERT technology.
disk brake with dual pedals & interlock	Direct Injection Turbo Charged Engine, Cat C4.4, 74.5KW (Net 93HP / 69kW)
Hydraulically boosted multi-plate wet indicator	
ejection system & filter condition	

BOOMS, STICKS AND LINKAGE

Single Tilt Loader	Self-leveling loader with single lever
Transmission neutralizer switch control	Return-to-dig (auto bucket positioner)
	Lift cylinder brace

ELECTRICAL

Diagnostic ports for engine and machine

Electronic Control Modules

POWERTRAINSpin-on fuel, engine oil & transmission oil filters
Outboard planetary rear axles

Open Circuit Breather

HYDRAULICSLoad sensing, variable flow system
with 43 gpm axial piston pump
6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hoseHydraulic oil cooler
Pilot control shutoff switch
PPPC, Flow-sharing hydraulic valves
Hydraulic suction strainer**ELECTRICAL**12 volt electrical start
150 ampere alternator
Horn and Backup Alarm
Hazard flashers/turn signals
Halogen head lights (4)
Halogen rear flood lights (4)
Stop and tail lightsAudible system fault alarm
Key start/stop system
880 CCA maintenance free battery
Battery disconnect switch
External/internal power receptacles(12v)
Remote jump start connector**OTHER STANDARD EQUIPMENT**Operations and Maintenance Manual
Lockable hood
Tire Valve Stem ProtectionLong Life Coolant -30C (-20F)
Padlocks (2 on ST, 3 on IT)**OPERATOR ENVIRONMENT**Lighted gauge group
Interior rearview mirror
Rear fenders
ROPS canopy
2-inch retractable seat belt
Tilt steering column
Steering knobHand and foot throttle
Automatic Engine Speed Control
One Touch Low Idle
Floor mat and Coat Strap
Lockable storage area
Air suspension seat**OTHER STANDARD EQUIPMENT**Hydrostatic power steering
Standard Storage Box
Transport tie-downs
Ground line fill fuel tank with 44
gallon capacity
Ground line fill diesel exhaust fluidtank with 5 gallon capacity
Rubber impact strips on radiator guards
Bumper
CD-ROM Parts Manual
Backhoe Safety Manual

MACHINE SPECIFICATIONS

Description

420F2 BHL IT, TIER 4, HRC
CAB, DELUXE
BUCKET-MP, 1.3 CYD, IT
ENGINE, 74.5KW,C4.4 ACERT, T4F
STICK, EXTENDABLE, 14FT
HYDRAULICS, MP, 6FCN/8BNK, IT
CARRIAGE, FORK
AIR CONDITIONER, T4
TIRES, 12.5 80/19.5L-24, FS
COUNTERWEIGHT, 1015 LBS
BUCKET-HD, 24", 6.2 CFT
FORK TINE, 54" X 5" X 2"
RIDE CONTROL
SEAT, DELUXE FABRIC, HEATED
GUARD, STABILIZER
COLD WEATHER PACKAGE, 120V HRC
CUTTING EDGE, TWO PIECE
STABILIZER PADS, FLIP-OVER
PRODUCT LINK, SATELLITE,PL631E
SHIPPING/STORAGE PROTECTION
RUST PREVENTATIVE APPLICATOR
INSTRUCTIONS, ANSI
BELT, SEAT, 2" SUSPENSION
POWERTRAIN, 4WD, POWERSHIFT
RADIO, FM BLUETOOTH
WORKLIGHTS (8) HALOGEN LAMPS
84" GRAPPLE RAKE IT

PRICING

Caterpillar 420F2 IT Backhoe Loader List Price	\$151,131.00
Less Sourcewell (Formerly NJPA) Discount 22%	(\$33,249.00)
Less Additional Blanchard Machinery Discount	(\$4797.00)
<hr/>	
Beaufort County Net Price	\$117,882.00
Freight and Prep	\$1147.00
Extended Warranty (Powertrain & Hydraulic)	\$2720.00
Sales Tax	\$500.00
<hr/>	
Beaufort County Government Total	\$117,452.00

Pricing Determined by NJPA Contract # 032515-CAT

WARRANTY

Standard Warranty: 12 Months - Unlimited
Extended Warranty: 420-48 MO/5000 HR POWERTRAIN + HYDRAULICS

Accepted by _____ on _____

Signature





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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas, CPPO, Purchasing Director

SUBJ: State Contract Purchase
 Request to Purchase One Bulldozer for the Public Works Department, Stormwater Section

DATE: 10/15/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase one CAT D5K2 bulldozer to provide support to the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The price includes a five-year warranty.

Total cost of \$153,268 includes equipment, delivery, five-year warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Machinery, Hardeeville SC

COST:

\$153,268

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Stormwater Utility, Specialized Capital Equipment
 Stormwater Utility Enterprise Fund had a net position (fund balance) exceeding \$6 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 10/16/2018

FOR ACTION:

Public Facilities Committee meeting on October 22, 2018.

RECOMMENDATION:

The Purchasing Department and the Fleet Manager recommends that the Public Facilities Committee approve and recommend to County Council the contract award of \$153,268 to purchase the CAT D5K2 bulldozer and warranty as outlined above in support of the Stormwater Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: Bull Dozer.pdf
 942.88 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/17/2018

Check to override approval: Overridden by: _____ Override Date: _____

Alicia Holland, Assistant County Administrator, Finance Approved: Yes Date: 10/16/2018

Eric Larson, Director, Environmental Engineering & Land Approved: Yes Date: 10/16/2018

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

David Wilhelm, Director, Public Works Department Approved: Yes Date: 10/17/2018

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

After Initial Submission, Use the Save and Close Buttons



BEAUFORT COUNTY GOVERNMENT-
PUBLIC WORKS & MAINTENANC
84 SHANKLIN RD
BEAUFORT, SC 29901

September 5, 2018

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: D5K2 LHAA Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph
Machine Sales Representative

Standard Equipment

POWERTRAIN

Caterpillar C4.4 ACERT diesel engine turbocharged, EPA Tier 4 Final and EU Stage IV Certified Engine with Aftertreatment Aftercooler, Air to Air (ATAAC) Aluminum bar plate cooling system (radiator, powertrain)

Air cleaner with precleaner, automatic dust ejection and under-hood intake Dual path, closed-loop, hydrostatic transmission Electric Fuel priming pump Fuel/water separator Automatic Traction Control

UNDERCARRIAGE

Salt undercarriage (43 - section) 6 roller track frame Track rollers, lifetime lubricated

Carrier rollers Track adjusters, hydraulic Guards, Front/Rear guiding

HYDRAULICS

3 valve hydraulics Single lever, three function control

Hydraulic pump and oil Stable Blade control

ELECTRICAL

Alternator, 120 Amp, heavy duty brushless Alarm, backup Horn, electric Batteries, heavy duty ,maintenance free,

1000 CCA. Diagnostic connector Starter electric 12V

OPERATOR ENVIRONMENT

Cab ROPS
 Heater and AC
 Seat, air suspended, cloth or vinyl
 Seatbelt, retractable 3" (76mm)
 Foot pads, dash
 Electronic Monitoring System
 with gauge for:
 engine coolant temperature,
 hydraulic oil temperature
 fuel level, diesel exhaust fluid (DEF)
 Travel speed limiter, electronic
 Engine RPM and gear display
 Hour meter, electronic
 Engine air cleaner service indicator,
 Electronic Security System
 Water-in-fuel indicator, electronic

Throttle switch, rotary
 Eco mode
 Controls, seat mounted, fore/aft
 adjustment
 Armrests, adjustable
 Mirror, rearview, inside
 Single pedal combining deceleration and
 braking functions
 Independent forward/reverse speed
 settings
 Powerport, 12 volt
 Coat hook
 Storage compartment
 Cup holder
 Floor mat, rubber, heavy duty

OTHER STANDARD EQUIPMENT

C - Frame, variable pitch link,
 hydraulic cylinders and lines
 Engine enclosures
 Front pull device
 Rigid drawbar
 Ecology drains (engine, powertrain and

implement oil, and engine coolant)
 Scheduled oil sampling ports (engine,
 powertrain implement oil)
 Vandalism protection
 Heavy duty crankcase guard

MACHINE SPECIFICATIONS**Description**

D5K2 LGP TRACTOR
 BLADE, D5K LGP, ACCUGRADE
 DRAWBAR, STANDARD
 COUNTERWEIGHT, OMISSION, STD
 LIGHTS, 4
 HYDRAULICS, 3 VALVE, PUMP STD
 PRODUCT LINK, CELLULAR PL641
 GRILL, RADIATOR, STANDARD
 GUARD GP, REAR OMISSION
 INSTRUCTIONS, ANSI
 GUARD, BELLY, LGP
 ENGINE, EPA 4F, EU IV, JAPAN 2014
 CAB, ROPS, HEATER & A/C
 SEAT CLOTH
 SOUND SUPPRESSION, OMISSION
 UNDERCARRIAGE, SALT
 TRACK, 26", MS, SALT, LGP
 GUARD, TRK GUIDING, CENTER, SALT
 CONTROL, SLOPE ASSIST, ARO
 FRONT SWEEPS, REAR CONDENSOR GUARD, REAR SCREEN, SIDE SCREENS
 PIN-ON ROOT RAKE BR5950

PRICING

Caterpillar D5K2 LGP Track Type Tractor List Price	\$184,405.00
Less Sourcewell (Formerly NJPA) Discount 23%	(\$42,414.00)
<hr/>	
Beaufort County Net Price	\$141,991.00
<hr/>	
Freight and Prep	\$1147.00
Extended Warranty (Powertrain & Hydraulic)	\$1141.00
Pin-On Root Rake	\$4230.00
Sweeps (Front & Rear) and Screens (Side & Rear)	\$4259.00
Sales Tax	\$500.00
<hr/>	
Beaufort County Government Total	\$153,268.00

Pricing Determined by NJPA Contract # 032515-CAT

WARRANTY

Standard Warranty: 12 Months - Unlimited
Extended Warranty: D5-48 MO/5000 HR POWERTRAIN + HYDRAULICS

Accepted by _____ on _____

Signature

Non-Caterpillar Options:

- Sweeps
- Screens
- Root Rake





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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Request to Purchase One CAT 305E2 Mini Excavator for the Public Works, Stormwater Section
DATE: 10/15/2018

BACKGROUND:

The Purchasing Department received a request from the Public Works Director to purchase one CAT 305E2 Mini Excavator to provide support in the Stormwater operations. The purchase is from a Sourcewell contract vendor (formerly NJPA) and has offered a fair and reasonable price. The price includes a five-year warranty.

Total cost of \$67,387 includes equipment, delivery, five-year warranty, all discounts, SC sales tax, and manuals (see the attached price quote).

VENDOR INFORMATION:

Blanchard Machinery, Hardeeville SC

COST:

\$67,387

Insert Addition Vendor Info.

FUNDING:

Account # 50250011-54200, Stormwater Utility, Specialized Capital Equipment
Stormwater Utility Enterprise Fund had a net position (fund balance) exceeding \$6 million as of June 30, 2018.

Funding approved: Yes By: aholland Date: 10/16/2018

FOR ACTION: Public Facilities Committee meeting on October 22, 2018.

RECOMMENDATION:

The Purchasing Department and Fleet Manager recommends that the Public Facilities Committee approve the contract award of \$67,387 to purchase the CAT 305E2 Mini Excavator and warranty as outlined above in support of the Stormwater Section's continued effort to maintain and/or improve the County's drainage infrastructure.

Attachment: Mini Excavator.pdf 853 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/17/2018

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 10/16/2018

Eric Larson, Director, Environmental Engineering & Land

Approved: Yes Date: 10/16/2018

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

David Wilhelm, Director, Public Works Department

Approved: Yes Date: 10/17/2018

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

After Initial Submission, Use the Save and Close Buttons



Quote 130197-01

BEAUFORT COUNTY GOVERNMENT-
PUBLIC WORKS & MAINTENANC
84 SHANKLIN RD
BEAUFORT, SC 29901

July 6, 2018

Attention: CHAD STANLEY

Dear Chad,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Cat Model: 305E2 LA MINI HYDRAULIC EXCAVATORS with all standard equipment in addition to the additional specifications listed below:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Wiley Murph
Machine Sales Representative

Standard Equipment

POWERTRAIN

Cat C2.4 Diesel Engine
U.S. EPA Tier 4 Interim
ISO 9249/EEC 80/1269
and EU Stage IIIB
Rated Net Power 30.0kW/ 40.2hp

Automatic Engine Idle
Automatic Swing Park Brake
Automatic Two Speed Travel
Fuel and Water Separator

ELECTRICAL

12 Volt Electrical System
60 Ampere Alternator
650 CCA Maintenance Free Battery
Fuse Box

Ignition Key Start / Stop Switch
Slow Blow Fuse
Warning Horn

OPERATOR ENVIRONMENT

100% Pilot Control Ergonomic Joysticks
Adjustable Arm Rests
Anti-theft System
COMPASS: Complete, Operation,
Maintenance Performance and
Security System
-Multiple Languages
Cup Holder

Digital liquid crystal monitor
Hydraulic Neutral Lockout System
Literature Holder
Mirror, Cab Left
Travel Alarm
Travel control pedals with hand levers
Washable floor mat

OTHER STANDARD EQUIPMENT

Radio Ready
Tip Over Protective Structure (TOPS)
(ISO 12117)
Top Guard - ISO 10262 (Level 1)
1-way and 2-way (combined function)
Auxiliary Hydraulic Lines
Adjustable Auxiliary Hydraulics
Auxiliary Line Quick Disconnects
Caterpillar Corporate "One Key" System
Continuous Flow
Door Locks
Dozer Blade with Float Function

Economy Mode
Hydraulic Oil Cooler
Load Sensing Hydraulics
Lockable Fuel Cap
Rear Reflector
Roll Over Protective Structure (ROPS)
(ISO 12117-2)
Swing Boom
Tie Down Eyes on Track Frame
Tool Storage Area
Towing Eye on Base Frame
Twin Work Lights

MACHINE SPECIFICATIONS

Description

305E2 HEXMN CFG 3.1
DRAIN, ECOLOGY
CONTROL PATTERN CHANGER
ALARM, TRAVEL
MIRROR, CAB, RIGHT
SEAT FABRIC HIGH BACK SUSP
BELT, SEAT, 3" RETRACTABLE
305E2 HYDRAULIC EXCAVATOR
CAB W/ AIR CONDITIONER
COOLING, HIGH AMBIENT
ELECTRICAL ARRANGEMENT
STICK PKG LONG W/O 2ND AUX
LINES, AUXILIARY, LONG STICK
LINKAGE BUCKET W/ LIFTING EYE
LINES, BUCKET, LONG STICK
HYDRAULICS STD W/O 2ND AUX
STICK, LONG, HEAVY DUTY
LINES, BOOM
LINES, STICK
TRACK, RUBBER BELT
BATTERY, DISCONNECT
RADIO, READY
PRODUCT LINK, SATELLITE, PL631
LIGHTS, STANDARD
BLADE, 78", BOLT-ON
HOOD, REAR, SOLID
INSTRUCTIONS, ANSI
FILM, PRODUCT LINK, ANSI
305E QCPLR - C28901
305E THUMB - C28481
305 BKDC51 - C28198
305 BKHD18 - C28367
PINS, BUCKET 45MM

PRICING

Caterpillar 305E2 Mini Hydraulic Excavator List Price	\$83,697.00
Less Sourcewell (Formerly NJPA) Discount 20%	(\$16,740.00)
Less Additional Blanchard Machinery Discount	(\$2404.00)
<hr/>	
Beaufort County Net Price	\$66,957.00
Freight and Prep	\$1242.00
Extended Warranty (Powertrain & Hydraulic)	\$1092.00
Sales Tax	\$500.00
<hr/>	
Beaufort County Government Total	\$67,387.00

Pricing Determined by NJPA Contract # 032515-CAT

WARRANTY
Standard Warranty: 24 Months/2000 HR PREMIER
Extended Warranty: D5-48 MO/5000 HR POWERTRAIN + HYDRAULICS

Accepted by _____ on _____

Signature





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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: New Contract as a Result of Solicitation
 IFB 092217, Voter Registration Warehouse Construction

DATE: 10/17/2018

BACKGROUND:

Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide construction services for the addition of a 2,319 SF warehouse for use by the County Voter Registration Department. The site location is 15 John Galt Road, Beaufort Industrial Village, Beaufort, SC. A non-mandatory pre-bid meeting was held on August 24, 2017, at 3:00 pm in the Finance Conference Room and six (6) construction firms attended the meeting. Two bids were received and opened on September 22, 2017. The County received bids from the two firms listed below.

County staff evaluated the bids, along with our architect R. W Chambers, and determined that Patterson Construction was the lowest responsive and responsible bidder.

VENDOR INFORMATION:

COST:

1. Patterson Construction, Beaufort, SC ALT 1 = \$153,486; ALT 2 = \$45,888	\$199,374*
2. Paul S. Atkins Company, Statesboro, GA ALT 1 = \$265,450; ALT 2 = \$55,100	\$320,550

Insert Addition Vendor Info.

FUNDING:

*Staff is requesting a 10% Contingencies of \$19,937.40 to cover any unforeseen conditions. The grand total for the project including the 10% contingency is \$219,311.40.

10001310-54420, Facilities Management, Renovation to Existing Buildings.

Funding approved: Yes By: aholland Date: 10/18/2018

FOR ACTION: Public Facilities Committee on October 22, 2018.

RECOMMENDATION:

The Purchasing Department recommends that the Public Facilities Committee approve and recommend to County Council the contract award to Patterson Construction in the amount of \$199,374.00 and include a 10% contingency of \$19,937.40 for a total contract cost of \$219,311.40 for the new Voter Registration Warehouse from the funding source listed above.

Attachment: IFB 092217 Attachments.pdf
 1.52 MB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/18/2018

Check to override approval: Overridden by: _____ Override Date: _____

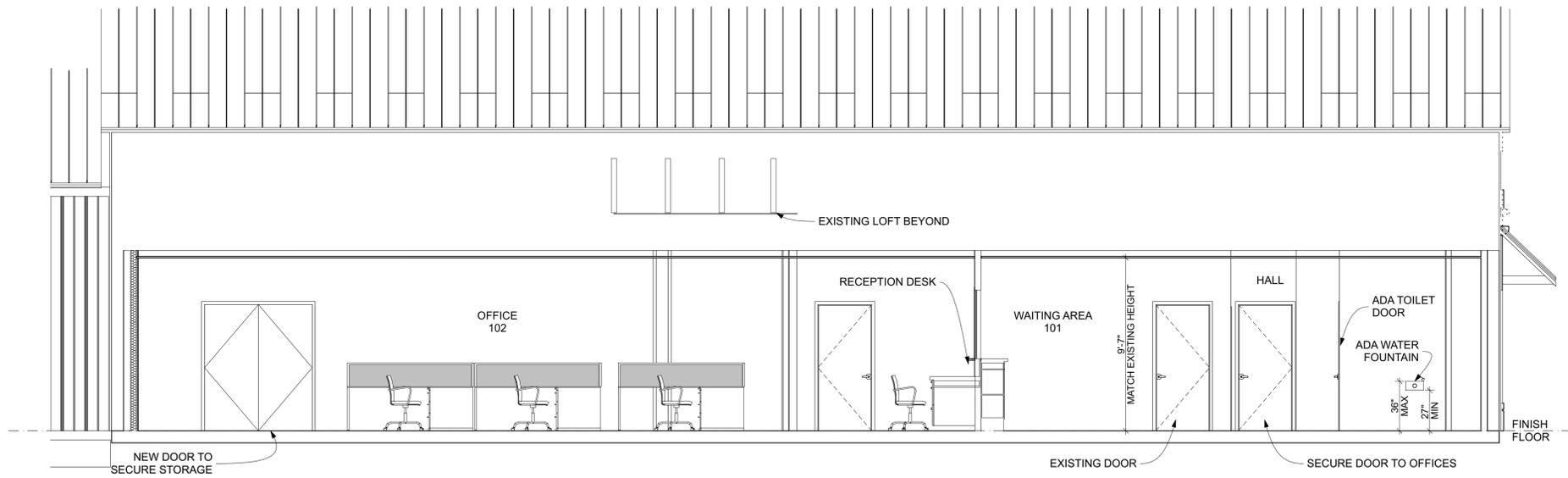
Alicia Holland, Assistant County Administrator, Finance
 Approved: Yes Date: 10/18/2018

Monica Spells, Assistant County Administrator, Civic Eng
 Approved: Select... Date: _____

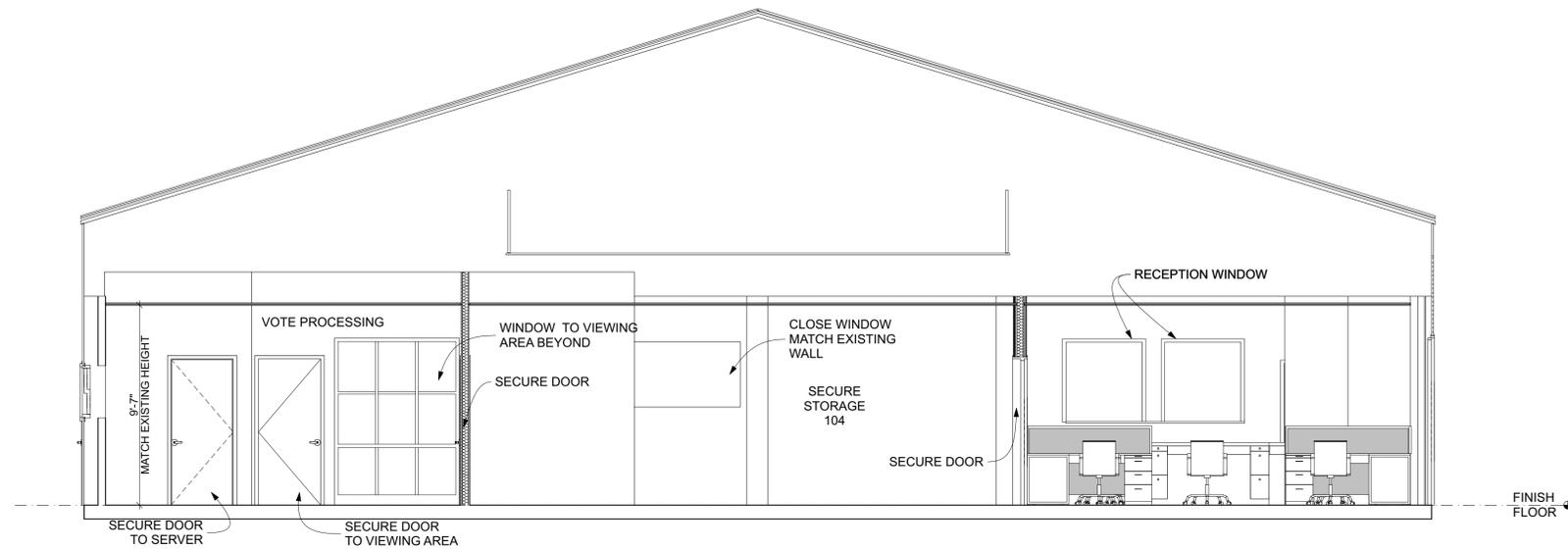
Check to override approval: <input checked="" type="checkbox"/>	Overridden by: <input type="text" value="Imaietta"/>	Override Date: <input type="text" value="10/18/2018"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>
	<input type="text" value="Robert McFee, PE, Division Director, Construction, Engin"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="10/18/2018"/>	
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>
	<input type="text" value="Mark Roseneau, Director, Facility Management Departm"/>	Approved: <input type="text" value="Yes"/>	Date: <input type="text" value="10/18/2018"/>	
Check to override approval: <input type="checkbox"/>	Overridden by: <input type="text"/>	Override Date: <input type="text"/>	<input type="button" value="ready for admin:"/>	<input checked="" type="checkbox"/>

CC others

After Initial Submission, Use the Save and Close Buttons



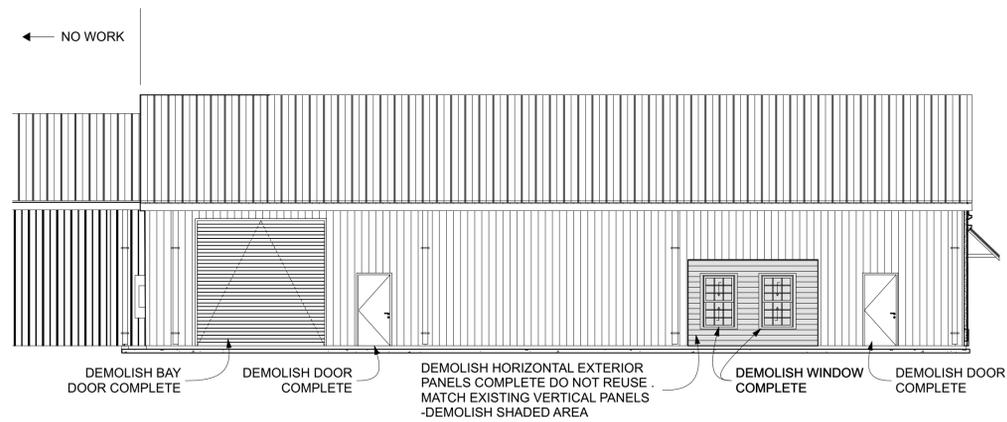
1 NORTH SECTION
SCALE: 1/4" = 1'-0"



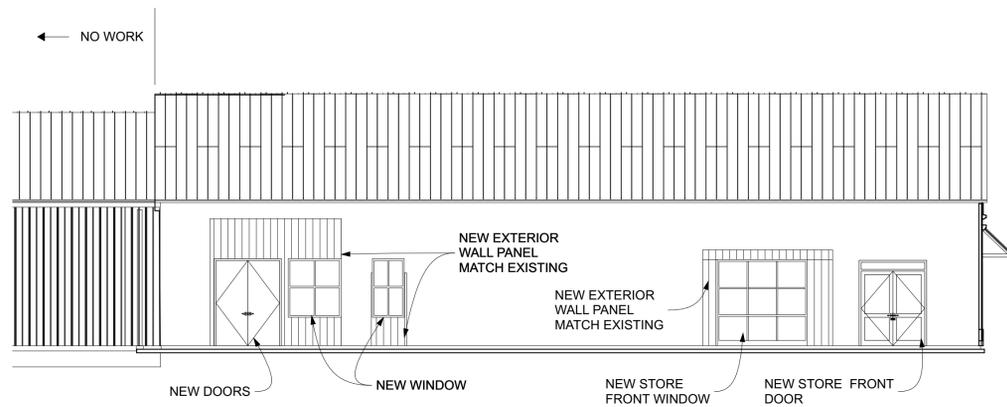
2 WEST SECTION
SCALE: 1/4" = 1'-0"

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only			Drawing Title BUILDING SECTIONS	DRAWING NO. A-301
	R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				



1 NORTH ELEVATION DEMOLITION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - NEW WORK
SCALE: 1/8" = 1'-0"



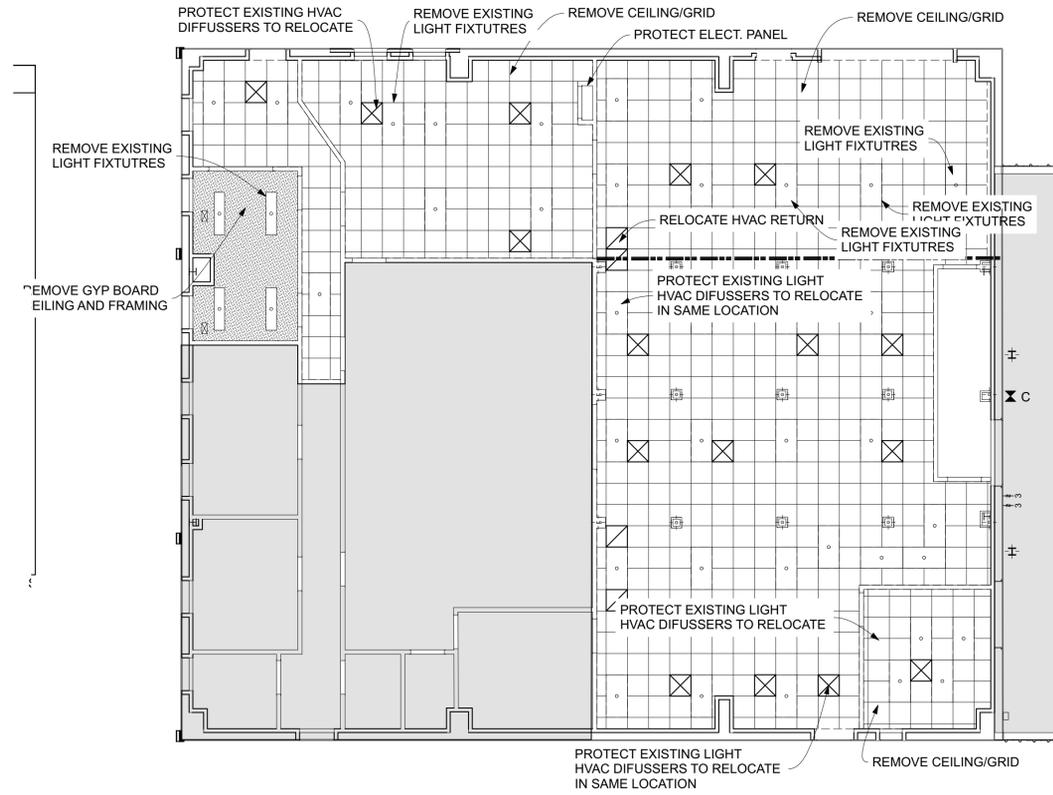
3 VIEW FROM ENTRANCE - NEW WORK
SCALE: 1:66.77

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only			Drawing Title ELEVATION PLANS	DRAWING NO. A-201
	R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				

LEGEND:

	2 X 2 ACOUSTICAL TILE TYPE 1
	2 X 2 ACOUSTICAL TILE TYPE 2
	GYP BRD CEILING
	HVAC SUPPLY
	HVAC SUPPLY
	HVAC RETURN
	EXHAUST FAN
	2 x 4 LIGHT FIXTURES
	1 x 4 LIGHT FIXTURES
	RECESSED LIGHTS
	BAY LIGHTS
	EXIT SIGN- SEE GI006
	FIRE ALARM SPEAKER/STROBE
	EXISTING AREA NO WORK



1 REFLECTED CEILING PLAN - DEMOLITION
SCALE: 1/8" = 1'-0"

- NOTES:**
- ALL SUSPENDED ACOUSTICAL TILE CEILINGS SHALL MATCH EXISTING CEILING HEIGHTS.
 - COORDINATE GRID WITH ELECTRICAL, HVAC AND FIRE PROTECTION
 - HANGER WIRE SHALL BE 12 GAUGE.
 - HANGERS @ 8" MAX FROM WALL.
 - AVOID CEILING TILE LESS THAN 3" WHERE POSSIBLE.
 - ACOUSTICAL CEILING SUB-CONTRACTOR TO PROVIDE AND INSTALL HANGING WIRES FOR LIGHT, HVAC GRILLES.

CEILING TILE TYPE 1: ARMSTRONG: #556 CIRRUS HIGH NRC 556 2 X 2, 15/15" ANGLED TEGULAR CLASS A

- SEISMIC D1 RISK FACTOR 11 NOTES:
- SEE DETAIL 4.
 - ENDS OF BEAMS MUST BE CROSS TIED TOGETHER.
 - CEILING AREAS OVER 1000 S.F. MUST HAVE HORIZONTAL RESTRAINT WIRE OR RIGID BRACING.
 - ALL CABLE TRAYS MUST BE SELF SUPPORTING.
 - ACT CEILING SYSTEM SUBJECT TO SPECIAL INSPECTION.

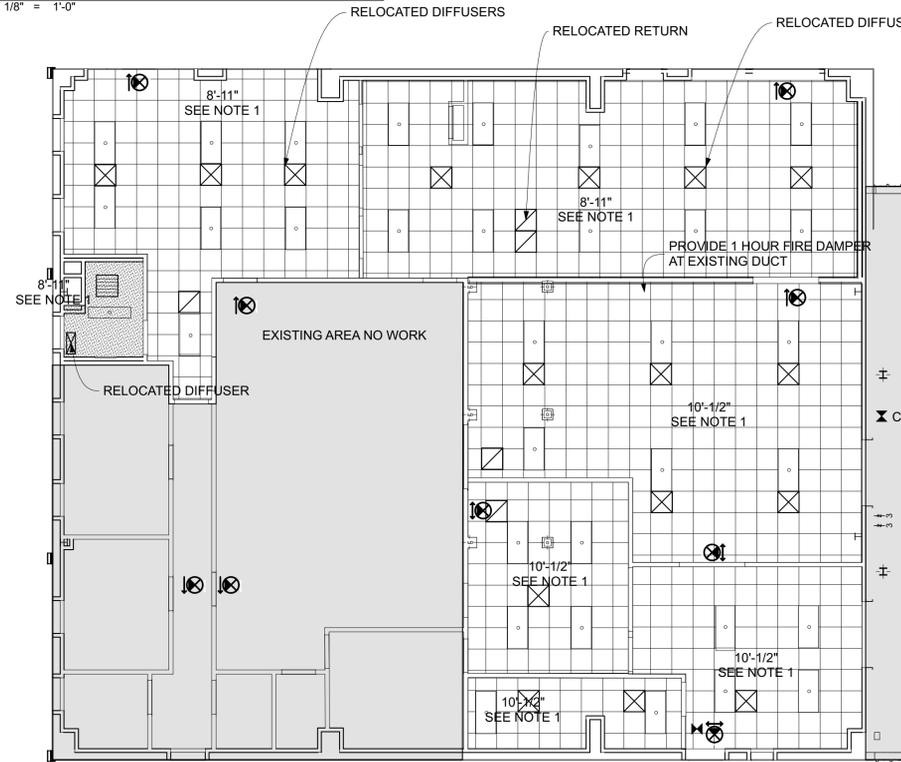
FIXTURE SCHEDULE

LIGHTING LAYIN FIXTURES SHALL BE REUSED. ADDITIONAL FIXTURES REQUIRED SHALL MATCH EXISTING.

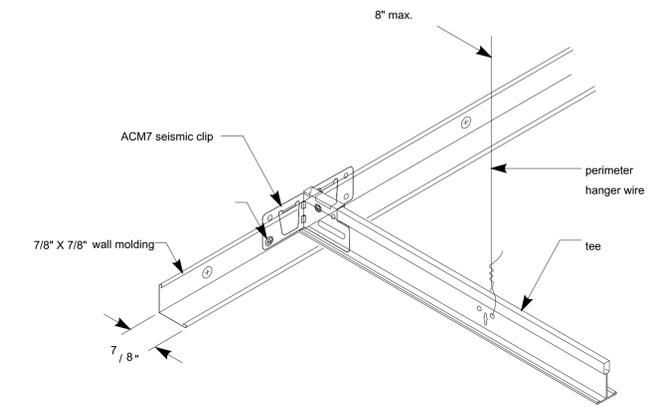
ADDITIONAL LIGHTING FIXTURES :

- 8 REQUIRED: OFFICE LIGHTS: LSI SFP24 LED 50 UE DIM 35 45 W LED 2 X 4 LAYIN
4 REQUIRED EXITS LIGHT: DURA GUARD EECXELPRB2RC EMERGENCY LIGHT/EXIT SIGN

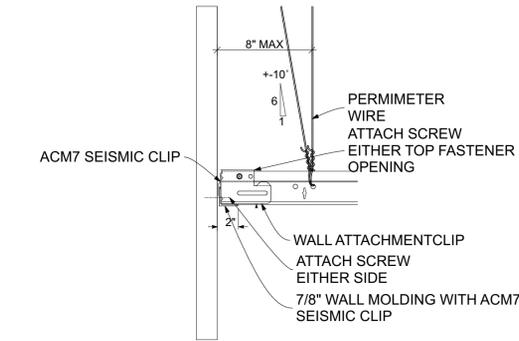
FIRE DETECTION BY BEAUFORT COUNTY



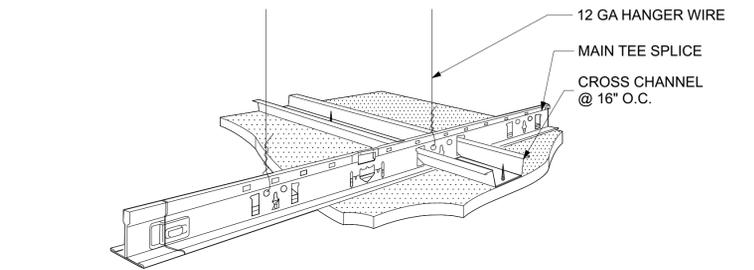
2 REFLECTED CEILING PLAN - NEW WORK
SCALE: 1/8" = 1'-0"



3 CEILING DETAILS
SCALE: 3/4" = 1'-0"



4 CEILING DETAILS
SCALE: 3/4" = 1'-0"

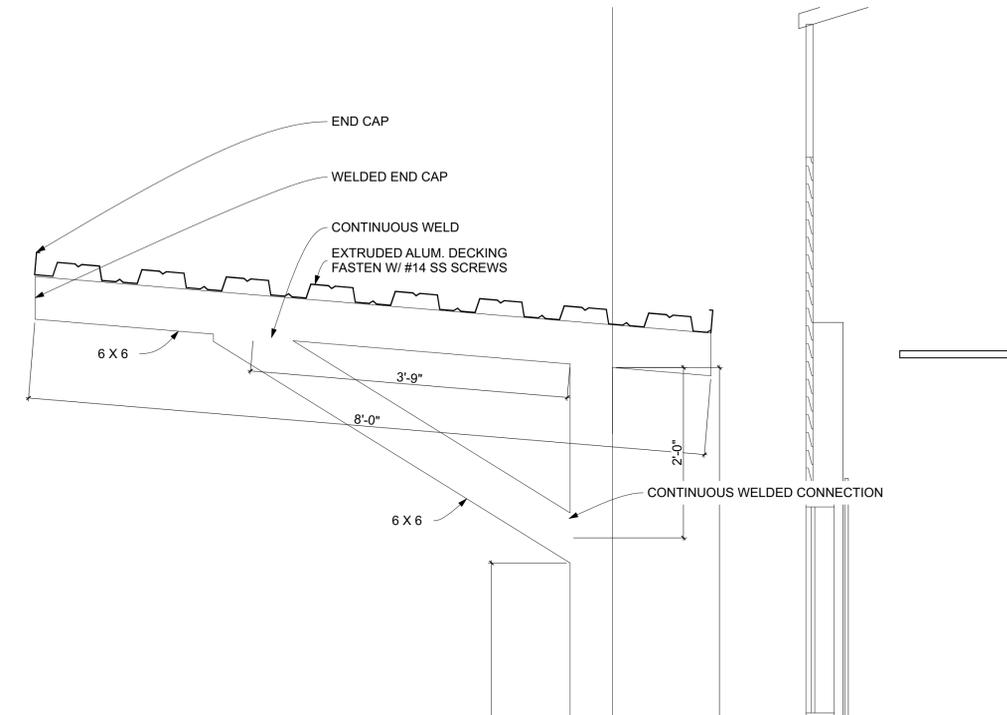
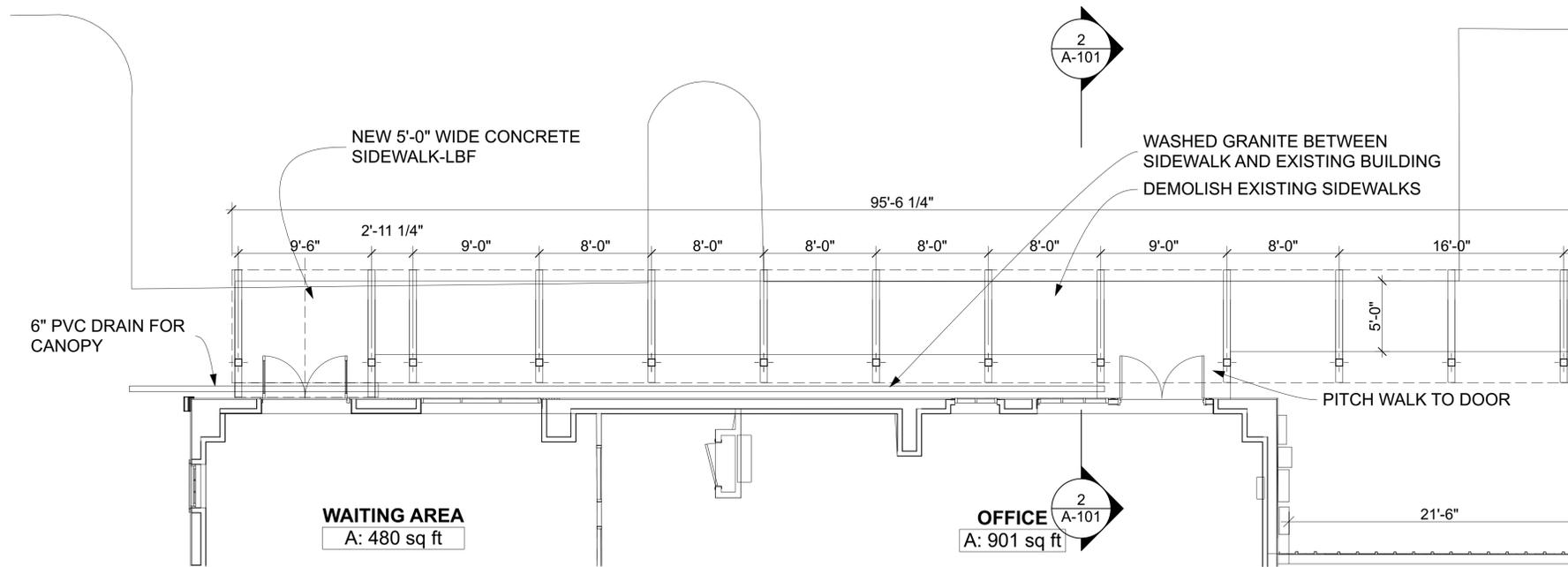


5 SUSPENDED GYP. BD CEILING DETAIL
SCALE: 3/4" = 1'-0"

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration	Date 7/28/17
	for bidding only			15A John Galt Road Beaufort S.C.	
R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000	Drawing Title REFLECTED CEILING PLAN			DRAWING NO. A-103	



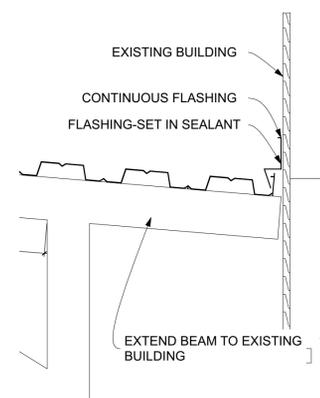


1 CANOPY AND WALKWAY PLAN
SCALE: 3/16" = 1'-0"

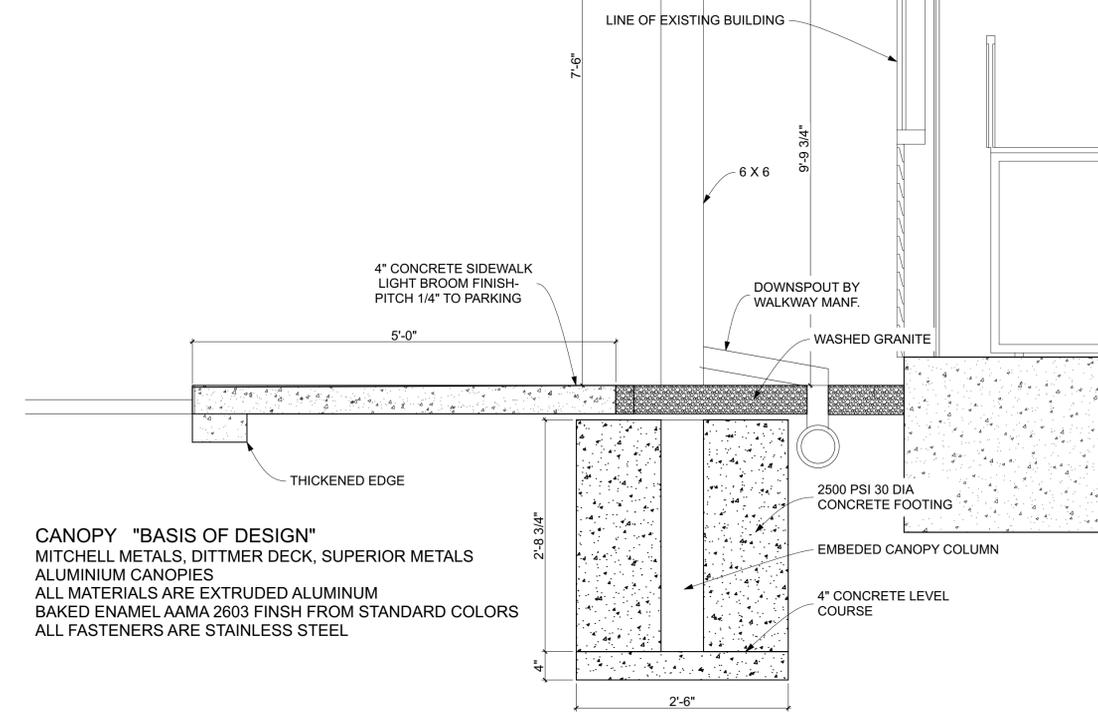
Risk Category: II
 v_ultimate: 142 mph (v_nominal = 105) (see attached also)
 Exposure: 'C'
 Seismic:
 Site Class "C"
 Ss = .74
 S1 = .24
 Sms = .90
 Sm1 = .46
 Sds = .60
 Sd1 = .30



3 VIEW OF CANOPY
NOT TO SCALE



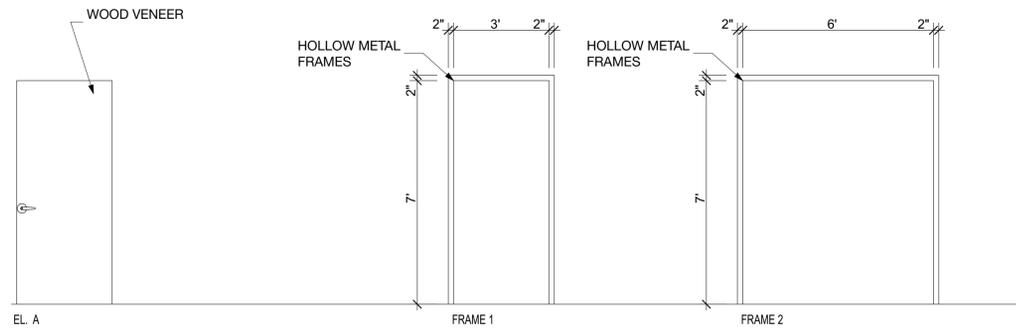
4 COVERED WALKWAY @ ENTRY
SCALE: 1" = 1'-0"



CANOPY "BASIS OF DESIGN"
 MITCHELL METALS, DITTMER DECK, SUPERIOR METALS ALUMINIUM CANOPIES
 ALL MATERIALS ARE EXTRUDED ALUMINIUM
 BAKED ENAMEL AAMA 2603 FINISH FROM STANDARD COLORS
 ALL FASTENERS ARE STAINLESS STEEL

2 COVERED WALKWAY
SCALE: 1" = 1'-0"

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C., S.C.	Date 6/29/17									
	PHASE 3 for bidding only			Drawing Title CANOPY AND SIDEWALK PLAN-DETAILS	DRAWING NO. A-101									
R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	DESCRIPTION						
MARK	DATE	DESCRIPTION												



DOOR SCHEDULE									
ID	TYPE	W	HT	THK	MATL	GLZ	RATING	HW SET	NOTES
101	D1	6'	7'	0'-1 3/4"	Alum	FULL		by manf.	STORE FRONT IMPACT
101B	D3	3'	7'	0'-1 3/4"	WOOD	NA		1	
102A	D2	6'	8'	0'-1 3/4"	INSUL HOLLOW METAL	NA	2	4	
102B	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader
102C	D3	3'	7'	0'-1 3/4"	WOOD	NA		1	
103	D3	3'	7'	0'-1 3/4"	WOOD	NA		3	
104A	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader
105A	D3	3'	7'	0'-1 3/4"	WOOD	NA	2	1	
105B	D3	3'	7'	0'-1 3/4"	WOOD	NA		1	wire for card reader
106	D2	6'	7'	0'-1 3/4"	WOOD	NA		2	wire for card reader
107	D3	3'	7'	0'-1 3/4"	WOOD	NA		1	

Certifications: ANSI A 156.12 Series 4000, 1992, Grade 2.

- Hardware Set 1**
Interior Office Doors
- 3 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
 - 1 OFFICE LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
 - 3 DOOR SILENCER SR65 NES OR EQUAL
 - 1 MAGNETIC STOP MDHCUS262 SOSS OR EQUAL
 - 1 DEAD BOLT DOOR - DOOR 121 ONLY

- Hardware Set 2**
Interior Door (pair)
- 6 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
 - 1 OFFICE LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
 - 2 MAGNETIC STOPS MDHCUS262 SOSS OR EQUAL
 - 1 MANUAL FLUSH BOLT FB358 INACTIVE LEAF IVES OR EQUAL
 - 1 T-ASTRAL ON INACTIVE LEAF

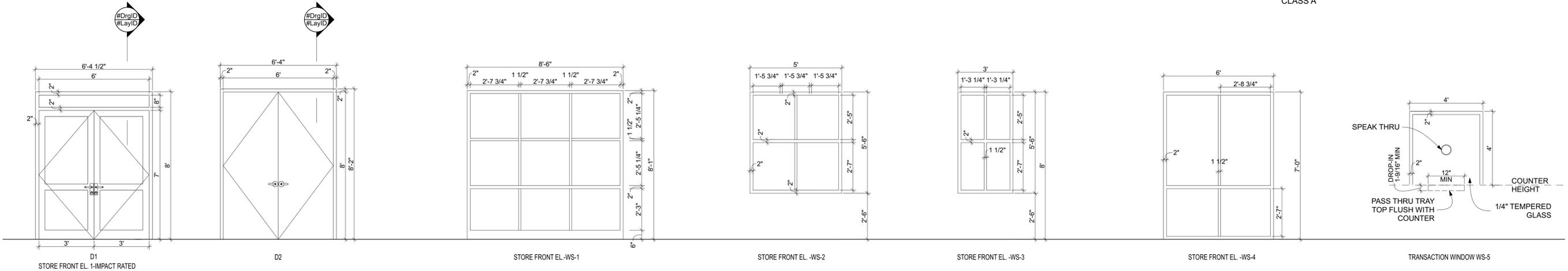
- Hardware Set 3**
Interior Office Doors
- 3 HINGES 5-BB-1-SW-4 1/2" x 4 1/2" -626 IVES OR EQUAL
 - 1 PRIVACY LOCK AL 50PD SATURN 626 10-001STRIKE SCHLAGE OR EQUAL
 - 3 DOOR SILENCER SR65 NES OR EQUAL
 - 1 MAGNETIC STOP MDHCUS262 SOSS OR EQUAL
 - 2 8" X 32" MOP PLATE

- Hardware Set 4**
Exterior Door Pair
- 3 HINGES per leaf 5-BB-1-SW-4 1/2" x 4 1/2" -626-NRP IVES OR EQUAL
 - 1 ENTRANCE LOCK CM/CLPRO 5100 KEY PAD SCHLAGE OR EQUAL
 - 1 ADA THRESHOLD 1715 MILL FINISH PEMKO OR EQUAL
 - 1 CLOSURE LCN4010EXT LCN OR EQUAL
 - 1 BLUB WEATHER STRIPPING
 - 1 MANUAL FLUSH FB358 INACTIVE LEAF IVES OR EQUAL
 - 1 HEAD AND FOOT BOLT
 - 1 T-ASTRAL ON INACTIVE LEAF

FINISH SCHEDULE						
ROOM	FLOOR	WALLS	BASE	CEILING	REMARKS	
101	WAITING AREA	LVT	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
102	OFFICE	CARPET	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
103	TOILET	LVT	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
104	SECURE STORAGE	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
105	VIEWING	CARPET	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
106	VOTE PROCESSING	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	
107	SERVER	SEALED CONCRETE	PAINT SATIN	1 X 4- PAINT SEMIGLOSS	ACT	

- SHEET CARPETING
- PART 1 GENERAL**
- 1.1 SUMMARY
- A. Provide sheet carpet and floor preparation.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
 - C. Seaming Layout: Submit proposed seaming layout.
 - D. Extra Stock: Submit extra stock equal to 2 percent of total used.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Performance: Flame spread performance meeting requirements of 2015 IBC and local authorities. Class C for rooms and Class B for Corridors.
 - C. Verify moisture content on existing slabs before installation.
- PART 2 PRODUCTS**
- 2.1 MATERIALS
- A. Manufacturers: Shaw Industries, or approved equal.
 - B. Carpet Material:
 - 100% BCF
 - Solution Dyed
 - Gauge 170
 - Unitary Backing
 - Wear warranty
 - C. Auxiliary Materials:
 - Edge guards
 - Adhesives, cements, and fasteners
 - D. Carpet Installation Method: Direct glue down

LVT: EARTHWERKS: 7" x 36" x 1/8" : RAPTURE PLANK SRP 74
 CARPET: SHAW
 ACT: ARMSTRONG: #556 CIRRUS HIGH NRC
 556 2 X 2, 15/15" ANGLED TEGULAR
 CLASS A



- ALL DOORS SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
 - ENERGY STAR RATING
 - FINISH FOR EXTERIOR AND INTERIOR HOLLOW METAL DOORS SHALL BE SATIN ENAMEL - THREE COATS.
 - INSTALL PER PRE. ENG. MANUF. FOR WIND LOADS.

- ALL DOORS SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
 - ENERGY STAR RATING
 - FINISH FOR EXTERIOR AND INTERIOR HOLLOW METAL DOORS SHALL BE SATIN ENAMEL - THREE COATS.
 - INSTALL PER PRE. ENG. MANUF. FOR WIND LOADS.

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
 - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
 - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
 - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
 - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- WIND LOADING OF 140 MPH
 - .090 LAMINATED INSULATED LOW E ENERGY STAR RATING
 - FINISH ANODIZED DARK BRONZE FINISH

- ALL STOREFRONT SHALL MEET THE FOLLOWING:
- TEMPERED GLASS
 - FINISH ALUMINUM

- ALL TRANSACTION WINDOWS SHALL MEET THE FOLLOWING:
- MINIMUM 1/4" TEMPERED GLASS
 - SPEAK THRU
 - PASS THRU TRAY MINIMUM 12" WIDE X 10" DEEP 1-9/16" DROP-IN. STAINLESS STEEL

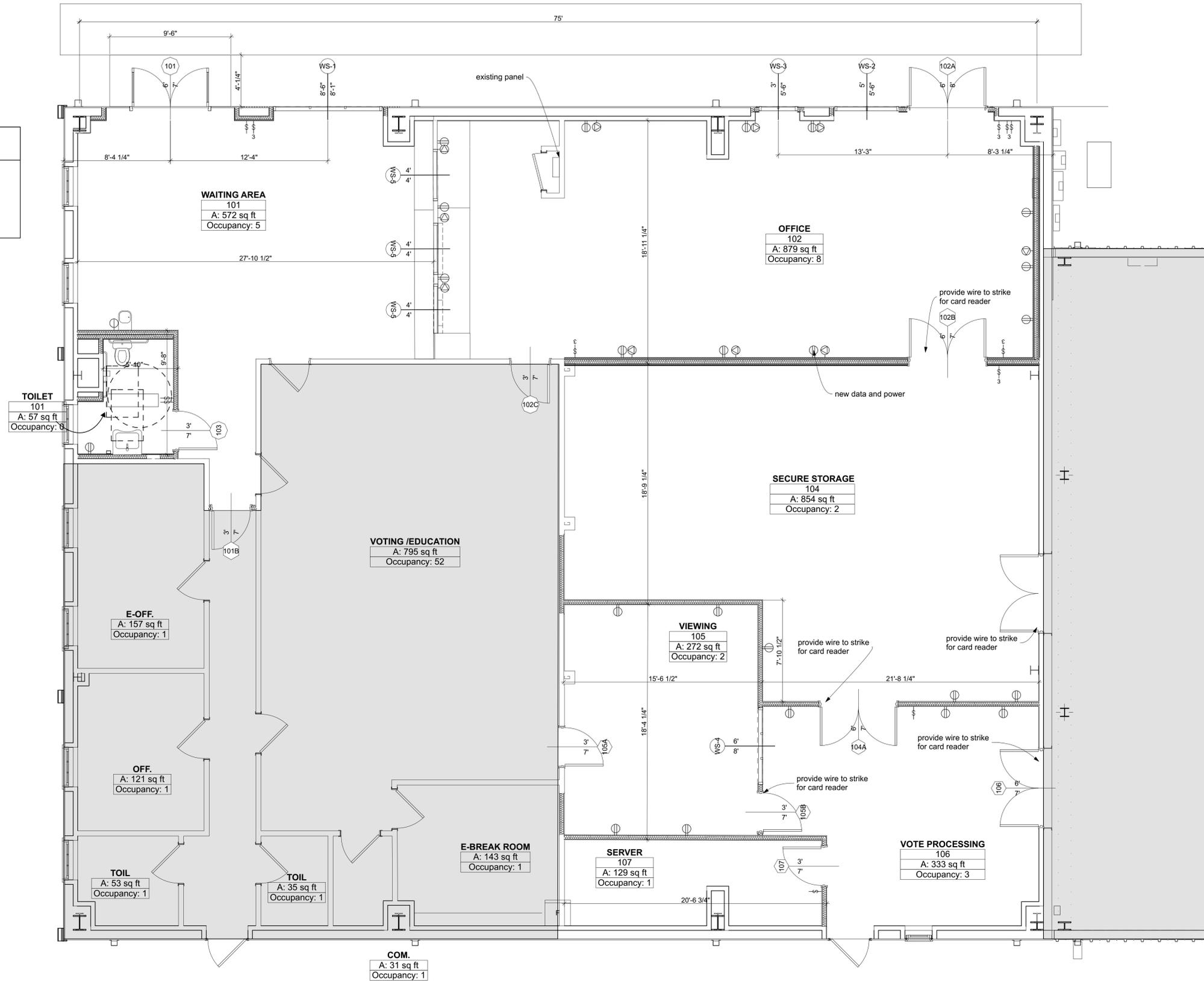
ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17						
	for bidding only			Drawing Title DOOR & WINDOW SCHEDULES	DRAWING NO. A-601						
R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		MARK	DATE	DESCRIPTION			
MARK	DATE	DESCRIPTION									

LEGEND:

EXISTING AREA NO WORK

NOTE:
FIELD VERIFY ALL DIMENSIONS



ALTERNATE 1

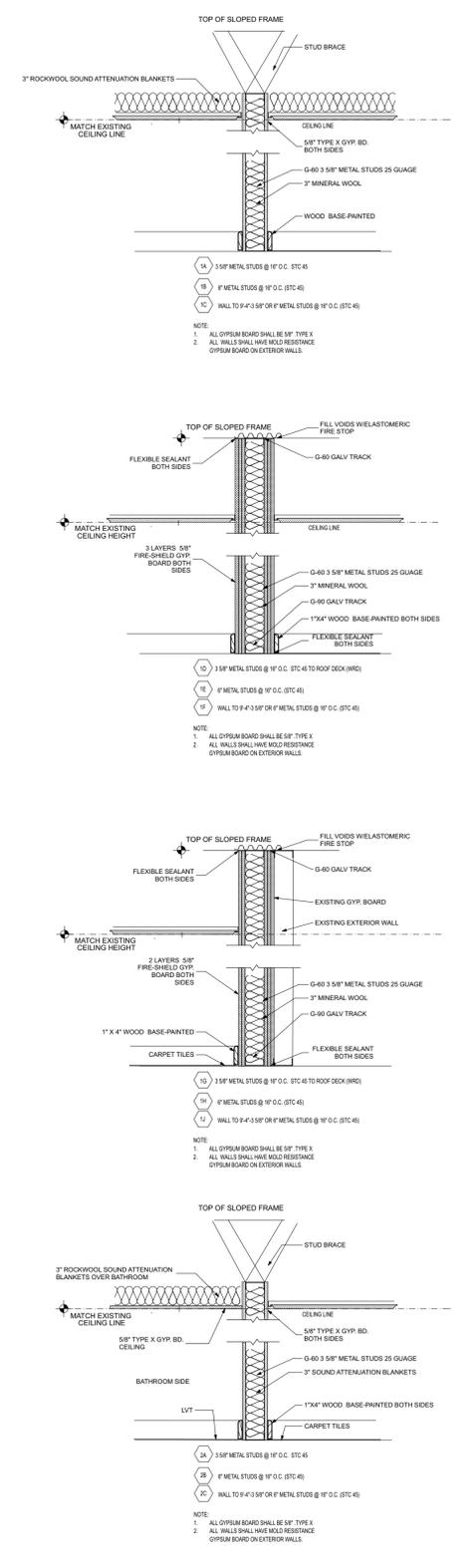
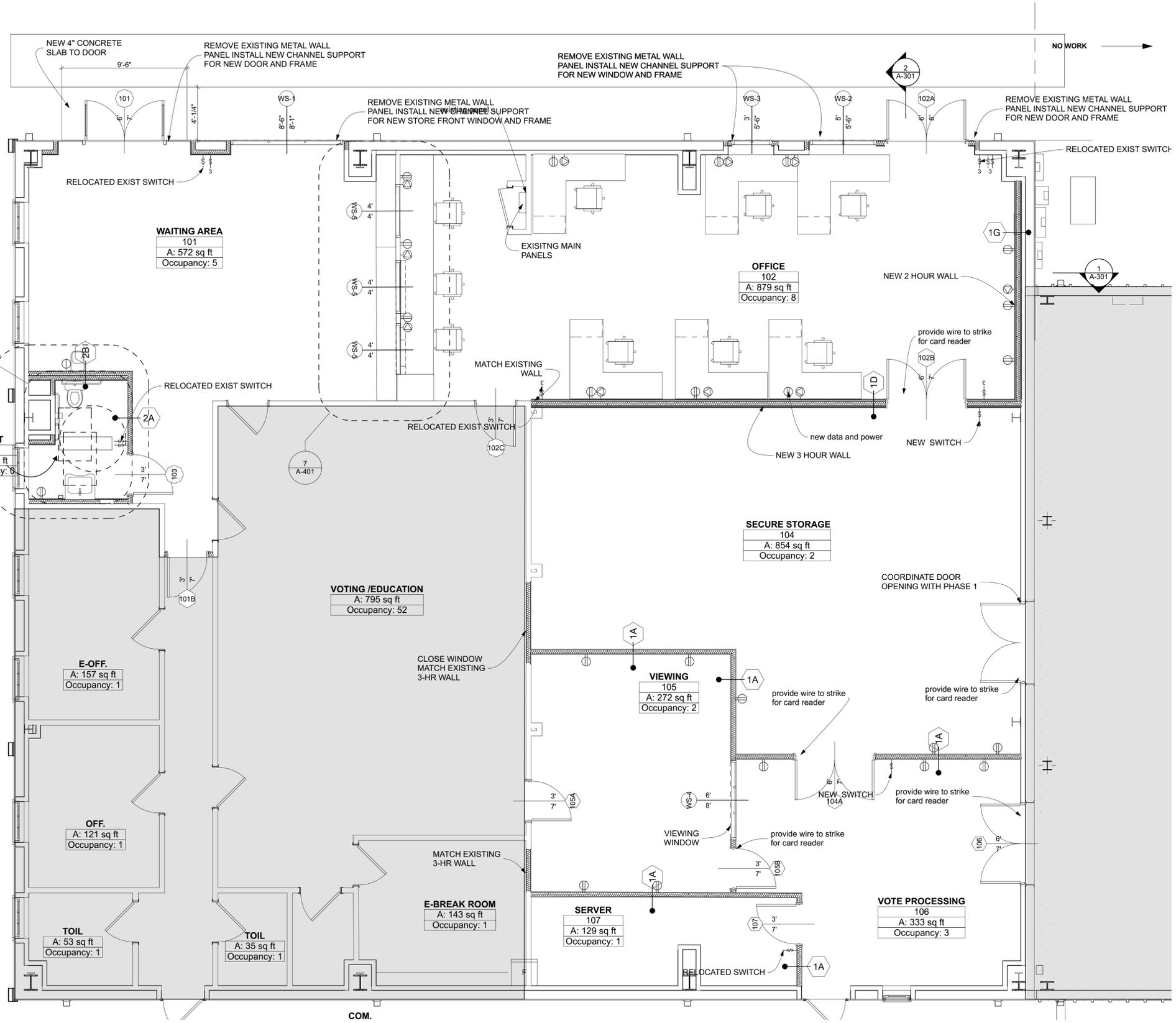
1 DIMENSIONED FLOOR PLAN
SCALE: 1/4" = 1'-0"

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only			Drawing Title DIMENSIONED FLOOR PLAN	DRAWING NO. A-102

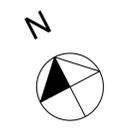
1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEGEND:

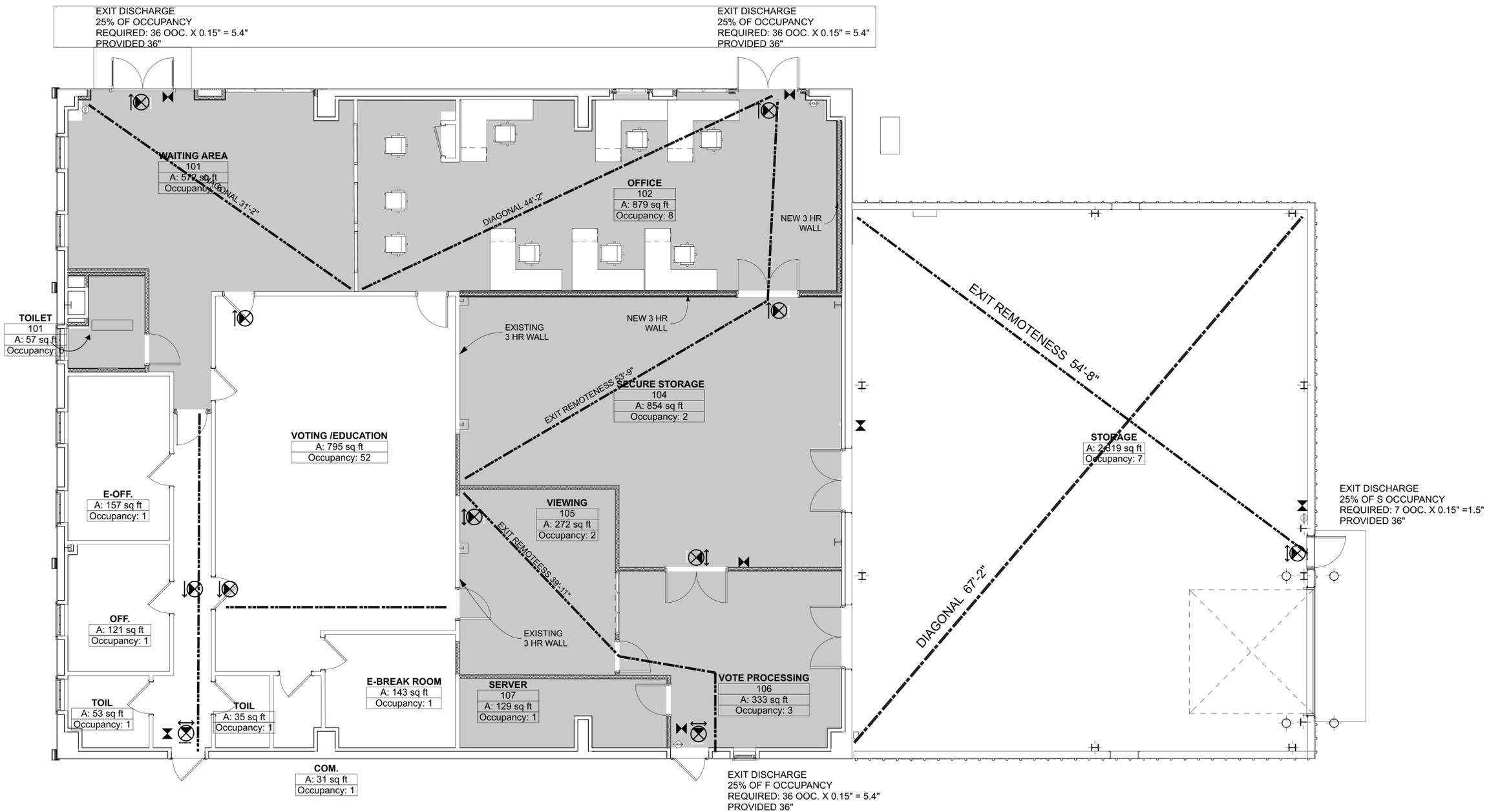
EXISTING AREA NO WORK



3 PARTITION TYPES
SCALE: 3/4" = 1'-0" **ALTERNATE 1**



Project No. 20170880-00	Checked RWC	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
for bidding only			Drawing Title FLOOR PLAN -ALT 1	DRAWING NO. A-101



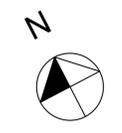
BUILDING CODE: IBC 2015
 EXISTING BUILDING- **NOT SPRINKLERED**- OCCUPANT LOAD/ USE
 TO REMAIN THE SAME- LESS THAN 50% VALUE.
 EXITS AND EXITS ACCESS TO REMAIN THE SAME.

USE AND OCCUPANCY: BUSINESS/STORAGE
 TOTAL SQUARE FEET: 7243 S.F.
 OCCUPANT LOAD: 81
 BUILDING HEIGHT: 1 STORY
 TYPE OF CONSTRUCTION: TYPE 2B- EXISTING - PRE ENGINEERED BUILDING.
 HEATED/COOLED: APPROX. 7433 S.F.
 RISK CATEGORY II
 v_ultimate: 145 mph (v_nominal = 105) (see attached also)
 Exposure: 'D'
 Seismic: Site Class "D"
 $S_s = 0.522 g$ $S_{MS} = 0.722 g$ $S_{DS} = 0.481 g$
 $S_1 = 0.176 g$ $S_{M1} = 0.369 g$ $S_{D1} = 0.246 g$

- LEGEND**
- FIRE EXTINGUISHER
 - EMERGENCY LIGHT
W/BATTERY BACKUP
 - EXIT SIGN

1 LIFE SAFETY
 SCALE: 3/16" = 1'-0"

ALTERNATE 1



	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only			Drawing Title LIFE SAFETY PLAN	DRAWING NO. LS101

BEAUFORT COUNTY VOTER REGISTRATION ADDITION ALTERNATE ONE 15A JOHN GALT ROAD BEAUFORT, SC

PROJECT DATA:

OWNER: BEAUFORT COUNTY
 PROPERTY ADDRESS: 15A JOHN GALT ROAD
 BEAUFORT, S.C.

PROJECT DESCRIPTION: MINOR INTERIOR RENOVATION

THIS PROPERTY IS LOCATED IN "C" ZONE.

ADDITION: 2319 S.F.

BUILDING USE AND OCCUPANCY: B/S-2

ALLOWABLE AREA:

OCCUPANT LOAD: 7

CITY OF BEAUFORT ZONING: PUD

SETBACKS: FRONT- 30'
 SIDE - 15'
 REAR- 15'

HEIGHT: 35'- allowed

IMPERVIOUS: 35% --



2 VIEW OF TRANSACTION WINDOW
 SCALE: 1:1.86

ALTERNATE 1- SHEET INDEX

Issued

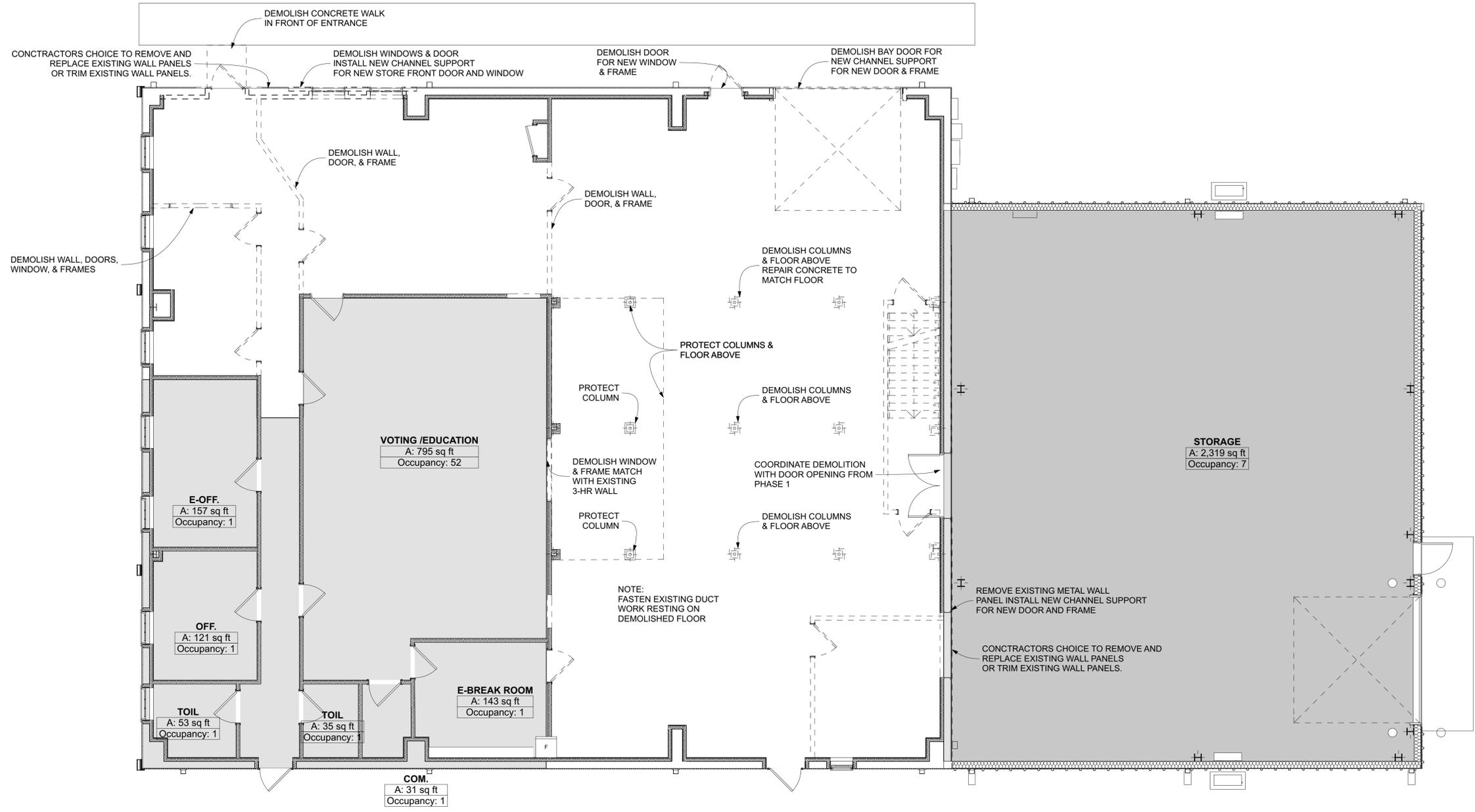
COVER SHEET & GENERAL INFO		
G-001	COVER	<input type="checkbox"/>
LIFE SAFETY		
LS101	LIFE SAFETY PLAN	<input type="checkbox"/>
DEMOLITION PLANS		
AD101	DEMOLITION PLAN	<input type="checkbox"/>
PLANS		
A-101	FLOOR PLAN -ALT 1	<input type="checkbox"/>
A-102	DIMENSIONED FLOOR PLAN	<input type="checkbox"/>
A-103	REFLECTED CEILING PLAN	<input type="checkbox"/>
ELEVATIONS		
A-201	ELEVATION PLANS	<input type="checkbox"/>
SECTIONS		
A-301	BUILDING SECTIONS	<input type="checkbox"/>
ENLARGED PLANS		
A-401	ENLARGED PLANS/INTERIOR ELEVATIONS	<input type="checkbox"/>
SCHEDULES & DIAGRAMS		
A-601	DOOR & WINDOW SCHEDULES	<input type="checkbox"/>

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17									
	for bidding only			Drawing Title COVER	DRAWING NO. G-001									
R.W.CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				<table border="1"> <thead> <tr> <th>MARK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		MARK	DATE	DESCRIPTION						
MARK	DATE	DESCRIPTION												

LEGEND:

EXISTING AREA NO WORK



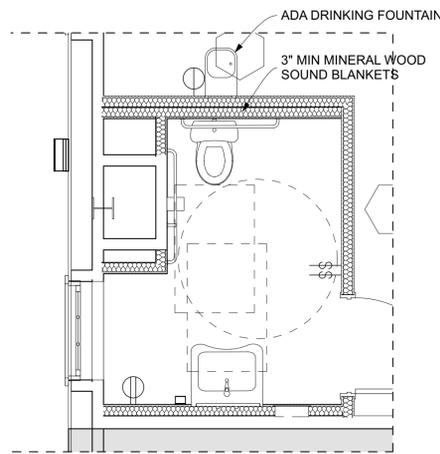
1 DEMOLITION 1st FLOOR
SCALE: 3/16" = 1'-0"



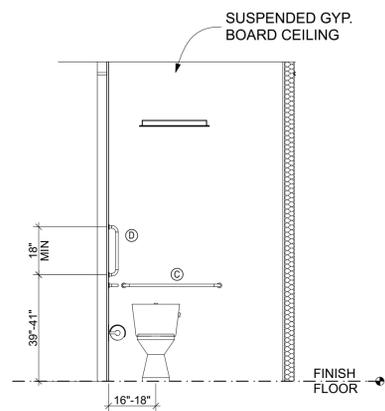
ALTERNATE 1



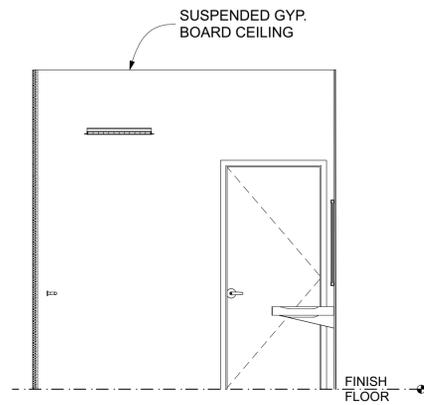
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	for bidding only			Drawing Title DEMOLITION PLAN	DRAWING NO. AD101
R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000					



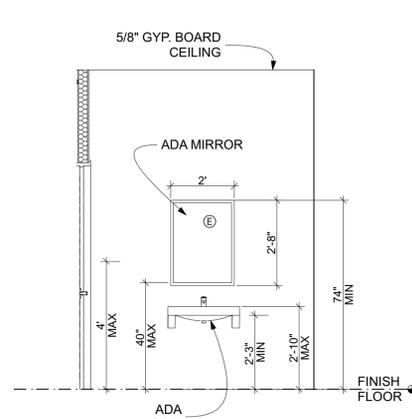
8 ADA TOILET ROOM
SCALE: 3/8" = 1'-0"



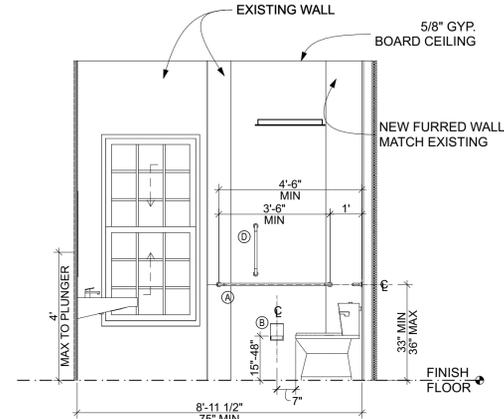
1 ADA TOILET - NORTH
SCALE: 3/8" = 1'-0"



2 ADA TOILET - EAST
SCALE: 3/8" = 1'-0"

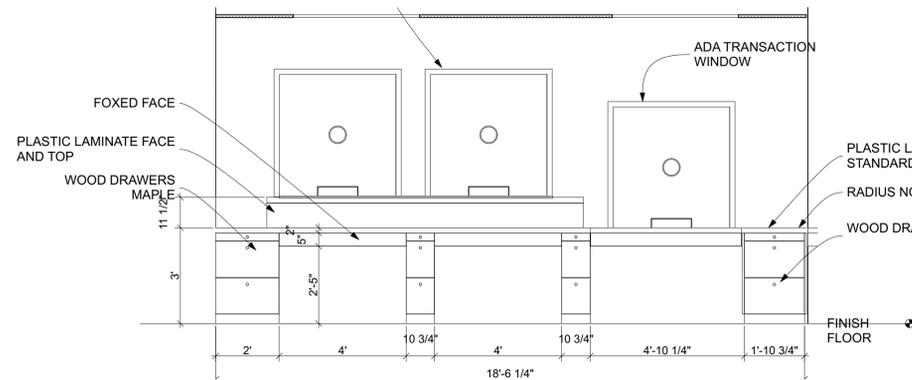


3 ADA TOILET - SOUTH
SCALE: 3/8" = 1'-0"

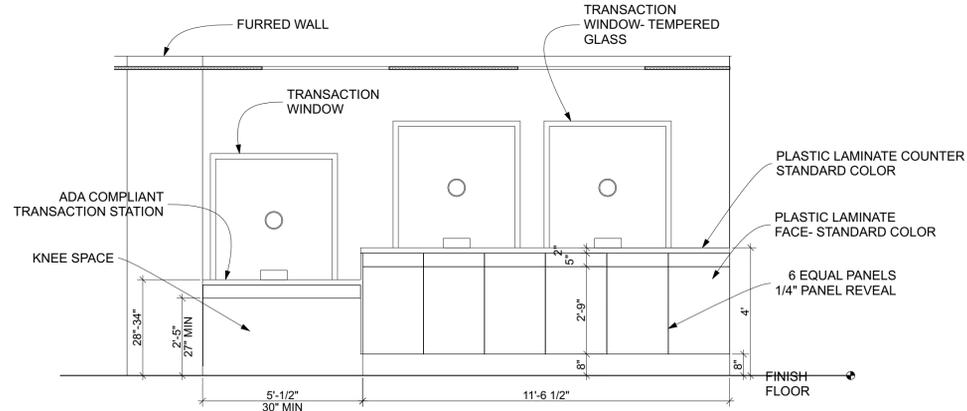


4 ADA TOILET - WEST
SCALE: 3/8" = 1'-0"

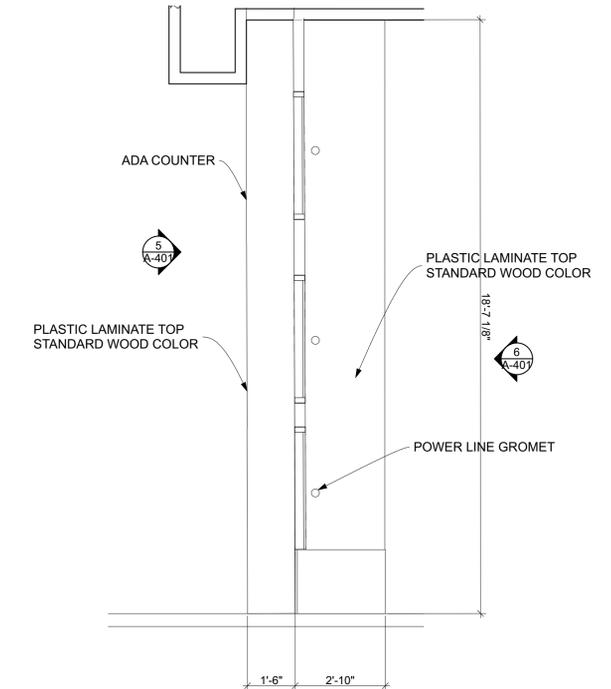
- ACCESSORIES LIST:
 A: 42" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.
 B: SURFACE MOUNTED TOILET PAPER HOLD BOBRICK MODEL B4288
 C: 30" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.
 D: 18" GRAB BAR (1-1/4") AMERICAN SPECIALTIES, INC. MODEL NO. 3100, OR SIMILAR.
 E: 18 x 30 FIXED ANGLE TILTED MIRROR



6 TRANSACTION WINDOW(STAFF SIDE) ELEVATION
SCALE: 3/8" = 1'-0"



5 TRANSACTION DESK(PUBLIC) ELEVATION
SCALE: 3/8" = 1'-0"



7 RECEPTION COUNTER
SCALE: 3/8" = 1'-0"

ALTERNATE 1

	Project No. 20170880-00	Checked	Drawn RWC	Project Title Beaufort County Voter Registration 15A John Galt Road Beaufort S.C.	Date 7/28/17
	for bidding only			Drawing Title ENLARGED PLANS/INTERIOR ELEVATIONS	DRAWING NO. A-401
	R.W. CHAMBERS, ARCHITECT PO BOX 1181 BEAUFORT, S.C. 843-379-1000				

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



Project Name:	Voter's Registration Warehouse
Project Number:	IFB 092217
Project Budget:	
Bid Opening Date:	9/22/2017
Time:	3:00
Location:	Finance Conference Room
Bid Administrator:	Marlene Myers
Bid Recorder:	Marlene Myers

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Paul S. Atkins Company, Inc.		X					\$579,575
Patterson Construction, Inc.		X					\$410,208
<p>Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.</p>							

Bid Administrator Signature

Bid Recorder

IFB 092217 - Voter's Registration Warehouse

BID FORM

<u>Project Number</u>	<u>Location</u>	<u>Name of Company</u>	<u>Number of Days to Complete Project</u>	<u>Base \$</u>	<u>Alternate 1 \$</u>	<u>Alternate 2 \$</u>	
1	Voter's Registration Warehouse Construction IFB 092217	Paul S. Atkins Company, Inc.	100	\$259,025	\$265,450	\$55,100	\$579,575
		Patterson Construction, Inc.	90	\$210,834	\$153,486	\$45,888	\$410,208

Paul S. Atkins Company, Inc.	Patterson Construction, Inc.
\$579,575	\$410,208

**Appendix A
Sub-Contractor Roster**

IFB#092217

Item	Contractor	Contact Person	Phone #	Base	Alt 1	Alt 2	Special Classification	Location
Acoustic Ceiling	Mike Jerome	Mike Jerome	843-384-5333	\$ -	\$ 7,200.00	\$ -	No	bluffton, SC
Painting	Lonestar Painting	Alfredo	843-263-4156	\$ -	\$ 3,600.00	\$ -	Hispanic	Beaufort, SC
GWB	Antonio	Antonio Ramirez	843-575-1124	\$ -	\$ 7,300.00	\$ -	Hispanic	Beaufort, SC
Erection	JBS	Richard Jennings	843-321-0914	\$ 13,000.00	\$ -	\$ -	no	Beaufort, SC
Concrete	Tom Bueche	Tom Bueche	803-300-1131	\$ 20,800.00	\$ -	\$ -	no	Barnwell, SC
Electric	Powell	Billy	843-524-4891	\$ 6,250.00	\$ 16,750.00	\$ -	No	Beaufort, SC
Storefront	Clover Glass	Mike	843-837-6680	\$ -	\$ 17,625.00	\$ -	no	bluffton, SC
HVAC	D & S	Jay	843-522-0034	\$ 7,800.00	\$ 3,600.00	\$ -	no	Beaufort, SC
Plumbing	Whitmore	Jason	843-263-7429	\$ -	\$ 5,600.00	\$ -	no	Beaufort, SC
Site Prep	Blankenship	Wayne	843-521-6367	\$ 24,352.00	\$ -	\$ -	no	Beaufort, SC
Aluminum Canopy	Mitchell Metals	Ashley	770-431-7300	\$ -	\$ -	\$ 30,999.00	no	Smyrna, GA

Appendix E - Cost Breakdown

	Base Bid	Alt 1	Alt 2
Division 1 - General Requirements	\$ 34,120.50	\$ 12,108.49	590,141.6
Division 2 - Site Work	\$ 33,292.08	\$ 16,474.52	2628.096
Division 3 - Concrete	\$ 28,500.00	\$ 831.76	6091.16
Division 4 - Masonry	\$ -	\$ -	0
Division 5 - Metals	\$ 5,009.47	\$ 4,206.75	0
Division 6 - Wood & Plastics	\$ 6,640.05	\$ 8,554.87	0
Division 7 - Thermal & Moisture Protection	\$ 6,240.00	\$ 3,528.62	0
Division 8 - Doors & Windows	\$ 14,379.48	\$ 41,192.03	0
Division 9 - Finishes	\$ 4,560.00	\$ 48,542.56	0
Division 10 - Specialties	\$ -	\$ 842.84	0
Division 11 - Equipment	\$ -	\$ -	0
Division 13 - Special Construction	\$ 48,672.00	\$ -	38578.6
Division 14 - Conveying Systems	\$ -	\$ -	0
Division 15 - Mechanical	\$ 9,102.00	\$ 9,917.60	0
Division 16 - Electrical	\$ 20,318.42	\$ 7,285.97	0

THIS IS NOT AN ORDER

*VENDOR ORIGINAL

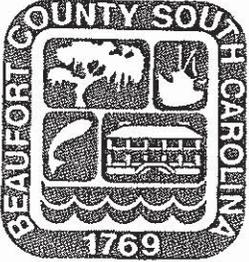
*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE

*VENDOR COPY

Dates Advertised: August 11, 2017

SUBMITTED BY EACH BIDDER

Page 1 of 28 Pages

 <p style="text-align: center;">INVITATION FOR BID (IFB)</p>	FORMAL SEALED BID (X) REQUEST FOR QUOTE ()	
	We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.bcgov.net and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid. HAND DELIVERED AND/OR EXPRESS MAIL BIDS TO: Purchasing Department 106 Industrial Village Rd., Bldg. 2 Beaufort, SC 29906-4291 (FAX BID NOT ACCEPTED)	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;">September 22, 2017</p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope) <p style="text-align: center;">IFB #092217</p>	
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID		
BID TITLE: Voter's Registration Warehouse Building Construction for Beaufort County		
PREBID CONFERENCE: A pre-bid conference will be held on Thursday, August 24, 2017, at 3:00 p.m., in the Finance Conference Room located at 106 Industrial Village Road, Building 2, Beaufort, SC 29906. Bidders are responsible for their own transportation. All interested bidders are encouraged to attend.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dtthomas@bcgov.net at least calendar 10 days before bid opening.
VENDOR NAME Patterson Construction, Inc.	REASON FOR NO BID	
VENDOR MAILING ADDRESS 10-C Burton Hill Rd	Amend Number(s) Received: None	
CITY-STATE-ZIP-CODE Beaufort, SC 29906	S.C. TAX NO. 7800222-9	
Telephone Number (843) 524-0081	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ()	57-0739357	
Fax Number (843) 524-0082	AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE (TYPE/TITLE) E. Steven Patterson, President/Owner	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

IF A SUMMARY OF BIDS IS DESIRED, ENCLOSE A SELF-ADDRESSED STAMPED

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ____ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ____ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

IMPORTANT
 IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE
 SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Bids received after the time specified for opening cannot be considered and will be returned to the bidder unopened.

Background:

Beaufort County is seeking construction services for the addition of warehouse space as well as interior renovations and exterior improvements to the existing Voter Registration Building.

Scope of Services:

The scope of work consists of but is not limited to the following; Addition of a 2,319 S.F. warehouse, interior office renovations and modifications (alternate one), and a covered walkway (alternate two).

Instruction to Bidders

Bidding documents are available online www.bcgov.net or by contacting Beaufort County Purchasing, 106 Industrial Village Road, Bldg. #2, Beaufort, SC.

To request a bid package, e-mail Imaietta@bcgov.net or call the Purchasing Department at (843) 255-2350.

In addition to the Bid Form, also complete and include Appendix E Cost Breakdown, and provide a Construction Schedule.

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

Related Documents**Attached are:**

1. Bid Form - Stipulated Sum
2. Appendix A - List of Subcontractors provided by bidder
3. Appendix E - Cost Breakdown provided by bidder.
4. Drawings available on line at www.bcgov.net, vendors must be registered.

Contact Information:

Participants may view the site at any time. Access to the site, as well as questions concerning the Plans and Drawings should be directed to Mark E. Roseneau (843) 255-2748 or markr@bcgov.net

Questions concerning the project and bid documents must be emailed to the Purchasing Department before 5:00 pm. August 5, 2017. Email dthomas@bcgov.net if you have questions.

Bids will be received by the Purchasing Department until 3:00 p.m. on the closing date shown.

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the

solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this bid project will **ONLY** be received electronically and must be submitted **ONLINE** prior to the date and time listed on page 1 of this Bid document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms **MUST** be uploaded as one file if possible. Each submission must be inclusive of all forms. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at 844-507-9302 or oservice@vendorregistry.com.

Response is to be submitted ONLINE by one of the two methods below:

- a. **Use the Link: VendorRegistry.com**
- b. **From the County's home page, select Bid Opportunities**

6. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

7. Questions

E-mail any questions you have, at least ten (10) calendar days prior to proposal closing date to:

E-Mail Dave Thomas at dthomas@bcgov.net

For compliance issues or questions please contact Monica Spells our County Compliance Officer at 843-255-2354 or email at mspells@bcgov.net. Answers to questions received that would change and/or clarify this solicitation will be

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

PROJECT NUMBER	DESCRIPTION OF SERVICES REQUIRED	NUMBER OF DAYS TO COMPLETE THE PROJECT	PRICE
1.	Turn Key Base price for the construction of the Voters Registration Warehouse. As described in the attached plans. Price must include all permits, License fees, materials, labor, and taxes. Base Bid.	<u>90 Days</u>	<u>\$210,834.00</u>
2.	Alternate 1-Office improvements	<u>40 Days</u>	<u>\$153,486.00</u>
3.	Alternate 2-Covered walkway	<u>20 Days</u>	<u>\$45,888.00</u>
4.	Total cost for Base Bid Price and Alternates 1, 2.	<u>130 Days</u>	<u>\$410,208.00</u>
5.			
6.			

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. 57-0739357

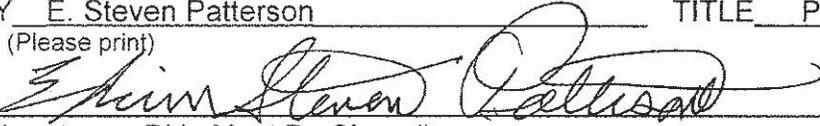
Patterson Construction
(Company Name)

10-C Burton Hill Rd Beaufort, SC 29902
(Mailing Address)

10-C Burton Hill Rd Beaufort, SC 29902
(Street Address)

Beaufort, SC 29902
(CITY/STATE/ZIP)

BY E. Steven Patterson TITLE President/Owner
(Please print)


(Signature – Bids Must Be Signed)

TELEPHONE 843-524-0081 DATE 9/22/2017

FAX #: 843-524-0082

EMAIL ADDRESS: steve@patconst.com

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document Voters Registration Warehouse, dated 09/22/2017.

Company Name: Patterson Construction, Inc. Principal Name: Edwin Steven Patterson

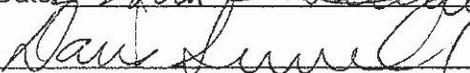
Company Address: 10-C Burton Hill Rd
Beaufort, SC 29906

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: 1250

Tax Obligation Current:

Signature of Principal/Date:  9/22/17

Witness/Date:  9/22/17

REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: 44

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Palmetto State Bank</u>	<u>145 Lady's Island. Dr.29907</u>	<u>Jan Malinowski</u>	<u>(843)524-3300</u>
<u>Plaza Amusement</u>	<u>41 Robert Smalls Cr. Beaufort</u>	<u>Paul Trask</u>	<u>(843)694-7172</u>
<u>Burn Boot Camp</u>	<u>270 Sun City Ln Bluffton</u>	<u>Dave Lutz</u>	<u>(704)840-5133</u>
<u>Sun City HHis</u>	<u>127 Sun City Ln, Bluffton</u>	<u>Jonathan Ackerly</u>	<u>(843)816-1356</u>
<u>State Farm Insurance</u>	<u>2048 Pearl St Beaufort, SC.</u>	<u>Andy Corrieveau</u>	<u>(843) 524-1717</u>

THIS IS NOT AN ORDER

*VENDOR ORIGINAL

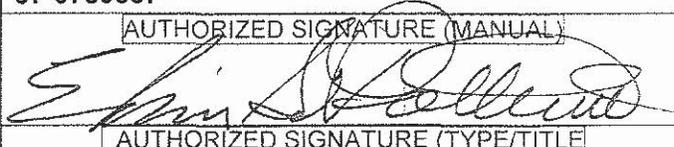
*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE

*VENDOR COPY

Dates Advertised: August 11, 2017

SUBMITTED BY EACH BIDDER

Page 1 of 28 Pages

 <p style="text-align: center;">INVITATION FOR BID (IFB)</p>	FORMAL SEALED BID (X) REQUEST FOR QUOTE ()	
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*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;">September 22, 2017</p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on Envelope) <p style="text-align: center;">IFB #092217</p>	
LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID		
BID TITLE: Voter's Registration Warehouse Building Construction for Beaufort County		
PREBID CONFERENCE: A pre-bid conference will be held on Thursday, August 24, 2017, at 3:00 p.m., in the Finance Conference Room located at 106 Industrial Village Road, Building 2, Beaufort, SC 29906. Bidders are responsible for their own transportation. All interested bidders are encouraged to attend.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dtthomas@bcgov.net at least calendar 10 days before bid opening.
VENDOR NAME Patterson Construction, Inc.	REASON FOR NO BID	
VENDOR MAILING ADDRESS 10-C Burton Hill Rd	Amend Number(s) Received: None	
CITY-STATE-ZIP-CODE Beaufort, SC 29906	S.C. TAX NO. 7800222-9	
Telephone Number (843) 524-0081	FEDERAL I.D. OR SOCIAL SECURITY NO.	
Toll-Free Number ()	57-0739357	
Fax Number (843) 524-0082	AUTHORIZED SIGNATURE (MANUAL)  AUTHORIZED SIGNATURE (TYPE/TITLE) E. Steven Patterson, President/Owner	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.		
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.		

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7. Questions

E-mail any questions you have, at least ten (10) calendar days prior to proposal closing date to:

E-Mail Dave Thomas at dthomas@bcgov.net

For compliance issues or questions please contact Monica Spells our County Compliance Officer at 843-255-2354 or email at mspells@bcgov.net. Answers to questions received that would change and/or clarify this solicitation will be

The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the RFQ number, opening date, and title.

Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

BID FORM

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

PROJECT NUMBER	DESCRIPTION OF SERVICES REQUIRED	NUMBER OF DAYS TO COMPLETE THE PROJECT	PRICE
1.	Turn Key Base price for the construction of the Voters Registration Warehouse. As described in the attached plans. Price must include all permits, License fees, materials, labor, and taxes. Base Bid.	<u>90 Days</u>	<u>\$210,834.00</u>
2.	Alternate 1-Office improvements	<u>40 Days</u>	<u>\$153,486.00</u>
3.	Alternate 2-Covered walkway	<u>20 Days</u>	<u>\$45,888.00</u>
4.	Total cost for Base Bid Price and Alternates 1, 2.	<u>130 Days</u>	<u>\$410,208.00</u>
5.			
6.			

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.

Bidders Federal Social Security Identification (E.I.) No. 57-0739357

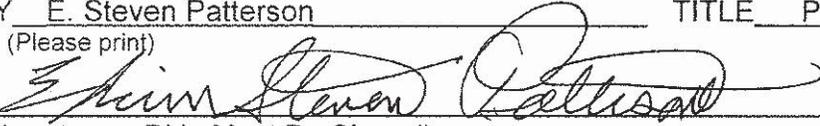
Patterson Construction
(Company Name)

10-C Burton Hill Rd Beaufort, SC 29902
(Mailing Address)

10-C Burton Hill Rd Beaufort, SC 29902
(Street Address)

Beaufort, SC 29902
(CITY/STATE/ZIP)

BY E. Steven Patterson TITLE President/Owner
(Please print)


(Signature – Bids Must Be Signed)

TELEPHONE 843-524-0081 DATE 9/22/2017

FAX #: 843-524-0082

EMAIL ADDRESS: steve@patconst.com

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less, of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received from a Beaufort County Local Vendor a vendor shall be deemed to be a "local vendor" if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, and Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the "RESIDENT VENDOR PREFERENCE, SECTION 2.537.1" are met for the purposes of bid document Voters Registration Warehouse, dated 09/22/2017.

Company Name: Patterson Construction, Inc. Principal Name: Edwin Steven Patterson

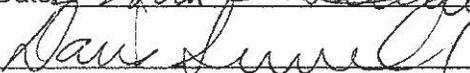
Company Address: 10-C Burton Hill Rd
Beaufort, SC 29906

Secretary of State Designation: (Corporation, Individual, Partnership, other) Corporation

Beaufort County Business License/Classification: 1250

Tax Obligation Current:

Signature of Principal/Date:  9/22/17

Witness/Date:  9/22/17

REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

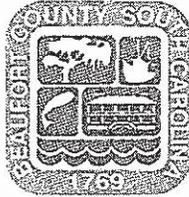
Years in business: 44

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Palmetto State Bank</u>	<u>145 Lady's Island. Dr.29907</u>	<u>Jan Malinowski</u>	<u>(843)524-3300</u>
<u>Plaza Amusement</u>	<u>41 Robert Smalls Cr. Beaufort</u>	<u>Paul Trask</u>	<u>(843)694-7172</u>
<u>Burn Boot Camp</u>	<u>270 Sun City Ln Bluffton</u>	<u>Dave Lutz</u>	<u>(704)840-5133</u>
<u>Sun City HHIS</u>	<u>127 Sun City Ln, Bluffton</u>	<u>Jonathan Ackerly</u>	<u>(843)816-1356</u>
<u>State Farm Insurance</u>	<u>2048 Pearl St Beaufort, SC.</u>	<u>Andy Corrieveau</u>	<u>(843) 524-1717</u>

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- ☐ Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ☐ Cancellation, termination, or suspension of the contract, in whole or in part.

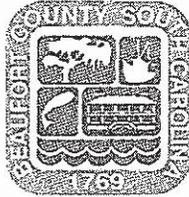
In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 ☐ Beaufort, SC 29901-1228
843.255.2354 Telephone ☐ E-mail: compliance@bcgov.net

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Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

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- ☐ Cancellation, termination, or suspension of the contract, in whole or in part.

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Beaufort County Government
Post Office Drawer 1228 ☐ Beaufort, SC 29901-1228
843.255.2354 Telephone ☐ E-mail: compliance@bcgov.net

PAGES 1 THROUGH 10, and pages 28 AND ALL SBE REQUIREMENTS MUST
BE RETURNED BY ELECTRONIC BID PROCESS THROUGH VENDOR REGISTRY ON
OUR COUNTY WEBSITE AT WWW.BCGOV.NET OTHER PAGES SHALL REMAIN
PART OF THE BID BY REFERENCE
AND IT IS **NOT** NECESSARY TO RETURN THESE.

Program Provisions and Good Faith Outreach Effort Requirements for **Small and Minority Business Participation**

Security Kiosk IFB

FAILURE TO COMPLETE ALL GOOD FAITH OUTREACH EFFORT REQUIREMENTS MAY RESULT IN BID REJECTION. SPECIFIED DOCUMENTS WITHIN THESE PROGRAM PROVISIONS MUST BE RETURNED WITH THE BID PACKAGE. FALSIFICATION OF ANY REQUESTED DOCUMENTS WILL BE CONSIDERED A BREACH OF PUBLIC TRUST.

Direct questions regarding these provisions in writing via email to compliance@bcgov.net or fax to 843.255.9802.

Important Actions and Notes for Bidders

- These program provisions affect bid responsiveness.
- These program provisions are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to be in compliance with these program provisions:
 1. Good Faith Efforts Checklist form.
 2. Non-Discrimination Statement form (Exhibit 1).
 3. Proof of requesting Beaufort County's listing of local SMBs at least 10 business days in advance of the bid due date, by sending a request to bcvendors@bcgov.net.
 4. Outreach Documentation Log (Exhibit 2) and Proposed Utilization Plan (Exhibit 3). **Note:** Both of these forms will be provided electronically when requesting Beaufort County's current listing of local SMBs per item #3 above.
 5. Proof of sending written notice to SMBs notifying them of any bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
 6. Proof of sending written notice to Good Faith Agencies listed herein, at least 5 business days in advance of the bid due date, requesting their assistance notifying their business contacts of bidding opportunities with your company for this project. Notices can be e-mailed or faxed. If emailed, the notice can be sent to all agencies with one email.

Good Faith Agencies Distribution List

Beaufort County Black Chamber of Commerce
Attention: Mr. Larry Holman
Post Office Box 754, Beaufort, SC 29901
Email: president@bcbcc.org
Fax: 843.379.8027

Regional Chamber of Commerce
Attention: Ms. Jaime Dailey-Vergara
Post Office Box 910, Beaufort, SC 29901
Email: jaime@beaufortsc.org
Fax: 843.986.5405

Hilton Head Island-Bluffton Chamber of Commerce
Attention: Ms. Cristina Kirby
Post Office Box 5647
Email: ckirby@hiltonheadisland.org
Fax: 843.785.7110

Other Resources*

SC Office of Small and Minority Business Assistance (OSMBA)
1205 Pendleton Street, Suite 453C
Columbia, SC 29201
Telephone: 803.734.5010
www.osmba.sc.gov

SC Department Of Transportation
Business Development and Special Programs
Post Office Box 191
Columbia, SC 29202
Telephone: 803.737.2314
www.scdot.org

**You do not need to send a notification to these agencies; however, they can assist you in identifying certified minority and disadvantaged businesses.*

Program Overview

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders is called to contract provisions contained herein pertaining to Beaufort County's "Small and Minority Business Participation Program", as described in the Beaufort County Code of Ordinances, Section 2-537.2**.

Pre-Award and Post-Award Requirements

Beaufort County requires all bidders for this project to fulfill specific good faith outreach efforts. The successful bidder (contractor) is required to fulfill any commitments made to the best of their ability in conjunction with pre-award good faith outreach efforts, unless good cause is demonstrated for any failure to fulfill such commitment. Beaufort County shall have the right to inspect the contractor's records related to the activity and expenditures to SMBs utilized on County projects, to include related contracts and purchase orders and payment records, such as cancelled check copies. Further, Beaufort County personnel are permitted access to County project sites with the purpose of confirming workers on the project. Beaufort County may require the contractor to provide monthly reports regarding its utilization and expenditures to small and minority businesses on Beaufort County projects.

Definitions

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. **Socially disadvantaged** means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women, and other minorities to be designated by the state or Beaufort County. **Economically disadvantaged** means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.

Small Business means a for-profit concern that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121***, as amended.

* South Carolina Code of Laws, Chapter 35 "South Carolina Consolidated Procurement Code", Article 21 "Assistance to Minority Businesses".

** Beaufort County Code of Ordinances, Article 7 "Finance, Division 4 "Purchasing", Section 2-537.2 "Small and Minority-owned Business Program".

*** Code of Federal Regulations, Title 13 "Business Credit and Assistance", Chapter 1 "Small Business Administration", Part 121 "Small Business Size Standards".

Notary Public _____ My Commission Expires _____

Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

Divide and/or combine scope of work packages into economically feasible units, if possible.

Request a list of potential SMBs from Beaufort County at least 10 business days prior to the bid due date, by emailing a request to bcvendors@bcgov.net.

Send written notice to Good Faith Agencies and SMBs of your intent to bid the project and express an interest in receiving quotes from SMBs. Notices should be sent at least 5 business days prior to the bid due date and can be e-mailed or faxed. The notice should contain the following:

- Bidder's name and contact information
- Project name and number
- Scope of work/bid packages available for subcontracting
- Information on availability of plans and specifications
- Bidder's insurance, bonding, and financial requirements

Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.

Include copies of the written notice to Good Faith Agencies requesting their assistance notifying their local business contacts of bidding opportunities with your company for this project. The request should be sent at least 10 business days prior to the bid due date and can be e-mailed or faxed. If emailed, the notice may be sent to all agencies with one email. If faxed, include a copy of the fax transmittal confirmation slip. If the notice is mailed, include a copy of the stamped or metered envelope.

Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. Exhibits 2 and 3 must be requested by sending an email to bcvendors@bcgov.net (see page 2, item #4 of these provisions).

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Patterson Construction, Inc.
Name of Company

E. Steven Patterson
Owner or Authorized Representative Name


Signature

President, Owner
Title

09/22/2017
Date

Exhibit 1
Non-Discrimination Statement

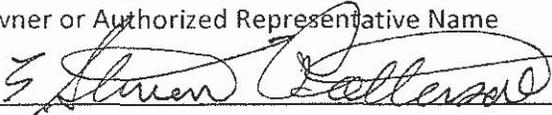
This form is due with the bid package.

The bidder certifies the following:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to Beaufort County or the performance of any contract resulting thereof;
- That it is and shall be the policy of the bidder to provide equal opportunity to all businesses or persons seeking to contract or otherwise interested in contracting with the bidder for Beaufort County contracts, including those businesses owned and controlled by socio-economic and racial minorities;
- In connection herewith, we acknowledge and warrant that this bidder has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this bidder;
- That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and included by reference into any contract or portion thereof which this bidder may hereafter obtain and;
- That the failure of this bidder to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable right and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Patterson Construction, Inc.
Name of Company

E. Steven Patterson
Owner or Authorized Representative Name


Signature

President, Owner
Title

09/22/2017
Date

BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS BID FORM

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Purchasing Department. Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO BIDDERS

1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the envelope/container. BEAUFORT COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.
10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have

loading docks.

11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page #1 of the Invitation for Bid. Altered or incomplete Bid Invitations or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. **SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown separately, not included in the bid price.

GENERAL PROVISIONS

1. **PROHIBITIONS OF GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or

former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

1.1 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.

2. ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.

3. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.

4. TERMINATION: Subject to the Provisions below, the contract may be terminated by the Purchasing Department.

4.1 Termination for Convenience: The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's election to terminate this contract in whole or in part for its convenience.

4.2 Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)

5. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of

the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

6. BID SCHEDULE: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
7. BIDDERS QUALIFICATION: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
8. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
9. AWARD CRITERIA: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.
 - 9.1 In addition to price, the Bid Evaluation will include the following factors (as they apply):
 - 9.1.1 The quality of performance/workmanship of previous contracts, services, equipment or products; or references which attest to the specific experiences of others.
 - 9.1.2 The timely completion of previous contracts or services or the timely delivery of past orders; or references that attest to the specific experiences of others.
 - 9.1.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - 9.1.4 The County reserves the right to conduct on-site inspections of any bidder's facilities prior to award. The results of said inspection will be considered by the County in determining bidder's capabilities of successfully administering to this contract.
 - 9.1.5 The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
 - 9.1.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

- 9.1.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
 - 9.1.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
 - 9.1.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the County.
 - 9.1.10 Product or parts inventory capability as it relates to a particular bid.
 - 9.1.11 Results of product/equipment testing.
 - 9.1.12 Warranty - Terms and Conditions.
- 9.2 Evaluation: Bids may be made for one lot only, or for as many lots as the bidder can supply. Award will be made by complete lots and may be made to one or more bidders.
- 9.3 Evaluation of Bids for Multiple Awards: In addition to other factors, bids will be evaluated on the basis of advantages to the County that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the County for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the County, including such administrative costs.
- 9.4 Indefinite Delivery: At the discretion of Beaufort County, the contract may be extended for a time period not to exceed 24 months.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the County.
- 10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Beaufort.
- 10.1.1 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
 - 10.1.2 Greater service costs for the low bid item.
 - 10.1.3 Longer service time for the low bid item, which would cause longer down time of the item.
 - 10.1.4 Proven reliability of the higher bid item.
 - 10.1.5 Compatibility of the higher bid item with existing equipment.
11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.

12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
13. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

Any deviations from the Specifications/Conditions listed herein must be clearly identified and explained with each bid.
18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Department.
20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.
21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.

22. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
24. BID GUARANTY AND BOND: Bidder agrees to forfeit Bidder's Bond, **when required on the Bid Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Bid. Checks or Bid Bond of the unsuccessful bidders will be returned once bid is awarded. Check or Bid Bond of the successful bidder will be returned after delivery and acceptance of item.
25. REQUIREMENTS CONTRACT QUANTITIES OR USAGE: Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.
26. CHOICE OF VENUE: Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court of Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.
27. LICENSES, PERMIT AND FEES: All Bids submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
29. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, S.C. 29901, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:

29.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life

of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

29.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

29.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

29.3a Additional Insurance Requirements:

-Builders Risk Insurance: A Builder's Risk and Boiler and Machinery Coverage will be obtained by OWNER to cover the project. Any payment under Builder's Risk or Boiler and Machinery Coverages will be made jointly to OWNER and CONTRACTOR. Further, OWNER and CONTRACTOR agree that any payment under Builder's Risk or Boiler and Machinery Coverages will be placed into a joint account until such funds are reinvested in the construction project.

-Subcontractors: CONTRACTOR shall be required to verify that all subcontractors maintain general liability insurance, worker's compensation insurance and automobile liability insurance. Furthermore CONTRACTOR agrees to indemnify and defend Morris Trust for any claim or cause of action, whatsoever which was caused by the negligence, or other actionable fault of an uninsured subcontractor.

29.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

29.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received

written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

29.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

30. RIGHT TO PROTEST:

30.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

30.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

30.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

30.3.1 State the reasons for the action taken; and

30.3.2 Inform the protestant of its right to administrative review as provided in this Section.

30.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

30.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

30.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

31. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by circling YES OR NO.

If you circled "YES", explain fully in a separate attachment.

32. Contractor is responsible for all permits, licenses and fees for all projects.

See the attached Plans or go to www.bcgov.net to download a copy from the bid opportunities section.

Appendix A
Sub-Contractor Roster

IFB#092217

Item	Contractor	Contact Person	Phone #	Base	Alt 1	Alt 2	Special Classification	Location
Acoustic Ceiling	Mike Jerome	Mike Jerome	843-384-5333	\$ -	\$ 7,200.00	\$ -	No	bluffton, SC
Painting	Lonestar Painting	Alfredo	843-263-4156	\$ -	\$ 3,600.00	\$ -	Hispanic	Beaufort, SC
GWB	Antonio	Antonio Ramirez	843-575-1124	\$ -	\$ 7,300.00	\$ -	Hispanic	Beaufort, SC
Erection	JBS	Richard Jennings	843-321-0914	\$ 13,000.00	\$ -	\$ -	no	Beaufort, SC
Concrete	Tom Bueche	Tom Bueche	803-300-1131	\$ 20,800.00	\$ -	\$ -	no	Barnwell, SC
Electric	Powell	Billy	843-524-4891	\$ 6,250.00	\$ 16,750.00	\$ -	No	Beaufort, SC
Storefront	Clover Glass	Mike	843-837-6680	\$ -	\$ 17,625.00	\$ -	no	bluffton, SC
HVAC	D & S	Jay	843-522-0034	\$ 7,800.00	\$ 3,600.00	\$ -	no	Beaufort, SC
Plumbing	Whitmore	Jason	843-263-7429	\$ -	\$ 5,600.00	\$ -	no	Beaufort, SC
Site Prep	Blankenship	Wayne	843-521-6367	\$ 24,352.00	\$ -	\$ -	no	Beaufort, SC
Aluminum Canopy	Mitchell Metals	Ashley	770-431-7300	\$ -	\$ -	\$ 30,999.00	no	Smyrna, GA

Appendix E - Cost Breakdown

	Base Bid	Alt 1	Alt 2
Division 1 - General Requirements	\$ 34,120.50	\$ 12,108.49	590,141.6
Division 2 - Site Work	\$ 33,292.08	\$ 16,474.52	2628,096
Division 3 - Concrete	\$ 28,500.00	\$ 831.76	6091.16
Division 4 - Masonry	\$ -	\$ -	0
Division 5 - Metals	\$ 5,009.47	\$ 4,206.75	0
Division 6 - Wood & Plastics	\$ 6,640.05	\$ 8,554.87	0
Division 7 - Thermal & Moisture Protection	\$ 6,240.00	\$ 3,528.62	0
Division 8 - Doors & Windows	\$ 14,379.48	\$ 41,192.03	0
Division 9 - Finishes	\$ 4,560.00	\$ 48,542.56	0
Division 10 - Specialties	\$ -	\$ 842.84	0
Division 11 - Equipment	\$ -	\$ -	0
Division 13 - Special Construction	\$ 48,672.00	\$ -	36578.6
Division 14 - Conveying Systems	\$ -	\$ -	0
Division 15 - Mechanical	\$ 9,102.00	\$ 9,917.60	0
Division 16 - Electrical	\$ 20,318.42	\$ 7,285.97	0

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patterson Construction, Inc.

10-C Burton Hill Road, Beaufort, SC 29906

SURETY:

(Name, legal status and principal place of business)

Pennsylvania National Mutual Casualty Insurance Company

Post Office Box 2361, Harrisburg, PA 17105-2361

OWNER:

(Name, legal status and address)

Beaufort County

106 Industrial Village Road, Bldg. 2, Beaufort, SC 29906-4291

BOND AMOUNT: Five percent (5%) of the attached bid***

PROJECT:

(Name, location or address, and Project number, if any)

Voter's Registration Warehouse Building Construction for Beaufort County

Project Number, if any:

IFB #092217

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of September 2017

X [Signature]
(Witness)

Patterson Construction, Inc.
(Principal) [Signature] [Seal]
(Title) [Signature] [Seal]

[Signature]
(Witness) Kathryn McCartha-Powers

Pennsylvania National Mutual Casualty Insurance Company
(Surety) [Signature] [Seal]
(Title) Raymond E. Cobb, Jr., Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6766

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint C. WAYNE MCCARTHA, RAYMOND E. COBB, JR., AND MARJORIE KATHRYN MCCARTHA-POWERS, ALL OF COLUMBIA, SOUTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TEN MILLION DOLLARS ----- (\$10,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 20, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY



Mark Fitzgerald
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 20, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on September 22, 2017

Mark Fitzgerald
Vice President - Surety





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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee

FROM: David L Thomas. CPPO. Purchasing Director

SUBJ: Sole Source Purchase
 Sole Source Purchase of ThinkGard Total Data Security/Recovery Solution

DATE: 10/18/2018

BACKGROUND:

The Information Technology Systems Management Department seeks to secure a cloud-based backup solution that also includes disaster recovery failover to maintain continuity of critical servers in support of County operations. This purchase will help to ensure maximum availability of servers across multiple departments related to several technology-related programs, e.g. the Public Works ticketing system and county-wide telephone billing system. The solution includes backup verification, backup encryption (during transmission and when stored), and cloud-based and in-County emergency server hosting. A monthly maintenance/renewal fee will be incurred to support the backup appliance.

VENDOR INFORMATION:

COST:

ThinkGard, Pelham, AL	\$104,972.60 TOTAL
Backup Appliance Purchase Cost	\$ 46,620.60
DataGard Monthly Recurring Fee of \$10,392.00, November 2018 through June 2018	\$ 62,352.00

Insert Addition Vendor Info.

FUNDING:

10001150-51110 – Information Technology Systems Management Department, Maintenance Contracts

Funding approved: Yes By: aholland Date: 10/18/2018

FOR ACTION: Public Facilities Committee occurring October 22, 2018.

RECOMMENDATION:

The Purchasing Department and Information Technology Systems Management Department recommends that the Public Facilities Committee approve and recommend to County Council the purchase of ThinkGard's cloud backup and restore solution for an initial purchase of \$42,620.60 with a monthly recurring cost of \$10,392.00 for the period of November 2018 through June 2019 and for a total cost of \$104,972.60.

Attachment: ThinkGard.pdf
655.28 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/18/2018

Check to override approval: Overridden by: _____

Alicia Holland, Assistant County Administrator, Finance		Override Date:	<input type="text"/>
Monica Spells, Assistant County Administrator, Civic Eng.		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/>		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
Daniel Morgan, Director, Mapping and Applications Dep.		Override Date:	<input type="text"/> ready for admin: <input checked="" type="checkbox"/>
Check to override approval: <input type="checkbox"/> Overridden by: <input type="text"/>		Approved:	Yes <input type="button" value="v"/> Date: 10/18/2018 <input type="text"/>
CC others		Override Date:	<input type="text"/> ready for admin: <input checked="" type="checkbox"/>

After Initial Submission, Use the Save and Close Buttons



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: IT Requested Account Code: 10001150-51110

Description of Requested Services:

Cloud-based backup

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

Backup Appliance, Implementation, and monthly DataGard

Cost of Requested Services: \$104,972.60

Requested Vendor Name: ThinkGard

Requested Vendor Address: 160 Yeager Parkway Suite 200 Pelham, AL 35124

Requested Vendor Phone Number: 205-564-2735 Requested Vendor Email Address: kevin@thinkgard.com

Type of Service Requested (Please check one) Construction Service Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.



Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

- It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.
- The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.
- The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:
 - Standardization
 - Warranty
 - Other, if selected please specify below.

-
- An emergency exists that threatens the functioning of County government.
 - An emergency exists that threatens the preservation or protection of County property.

What steps have been taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

- Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Shakeeya Polite Requester Signature: Shakeeya Polite Date: 10/18/2018
 Department Head Name: MONICA SPEUS Department Head Signature: Monica Speus Date: 10/18/18



Non-Competitive Purchases Form

For Purchasing Completion only:

Date Received in Purchasing Department: _____

- Reviewed by Purchasing Department for completeness

Date: _____

Reviewed by: _____

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: _____

Associated Purchase Orders Number: _____

Associated Contract Number: _____



We have prepared a quote for you

Datagard Infinite Cloud Retention

Quote # KF000304
Version 1

Prepared for:

Beaufort County SC

Patrick Hill
phill@bcgov.net

Monday, October 08, 2018

Beaufort County SC
Patrick Hill
PO Drawer 1228
Beaufort, SC 29901
phill@bcgov.net

Dear Patrick,

Thank you for the opportunity to propose your organization with the following backup & disaster recovery solution.

In order to provide the most robust disaster recovery solution possible, we provide a Hybrid Cloud system which consists of a local backup appliance that replicates to two offsite bi-coastal locations. We also employ image-based backups that allow us to recover the entire server (operating system, settings, files) as opposed to traditional file based backups. Using this method we can avoid costly downtime and quickly recover the entire server either locally or in the ThinkGard Cloud, depending on the type of disaster encountered. What makes our solution unique is that we also include turn-key management of the backup device, the backups on the server(s) and an offsite sync for you. *We also proactively build all of the associated documentation* to go along with the backup solution to make it a true Disaster Recovery/Business Continuity Program.

ThinkGard's unique approach includes providing assistance and support during disaster situations (file recovery, server recovery, local disaster, etc.) without additional charges which makes the cost of your solution predictable.

What makes us stand out? Technology Risk Management is all we do. Instead of taking over your IT services and infrastructure, we become the part of your team that is solely dedicated to the backup function. We believe that by *not* offering other types of products and services, we can be sure our technicians won't get easily distracted from competing priorities that could keep them from the laser focus that DR/BC requires to be effective within an organization. ThinkGard provides you with Total Data Security and as an added bonus.... we'll help you sleep at night.

This **Proposal Expires in 90 days** from the date above.

Kevin Fuller
CTO
ThinkGard LLC

Executive Summary

Who we are

The purpose of this document is to help familiarize you and your company with ThinkGard and to provide you with background information on us, specifics about our solution and how we compare to other Disaster Recovery / Business Continuity offerings. The most important thing to note about ThinkGard is that we are the only fully-managed, turn-key Disaster Recovery/Business Continuity specialists in the southeast. If downtime and/or data loss are unacceptable to your organization, we are what you have been looking for.

Experience

The founders of ThinkGard, Paul Franks and Kevin Fuller, have a passion for Disaster Recovery and Business Continuity (DR/BC) that led them to sell their very successful full-service multi-million dollar Managed Services company of 10 years, US Teks in 2013 to focus 100% on DR/BC. The portfolio of full managed services (Including Disaster Recovery) consisted of over 50 clients with over 100 locations supported. Our flat rate monthly billing strategy allowed us to easily scale the business over time to maintain a very high uptime and client satisfaction levels. Before founding US Teks, Paul was responsible for the Disaster Recovery Planning and Testing for Vulcan Materials. Kevin was also responsible for DR/BC for the Birmingham and Atlanta offices of another publicly traded company. Establishing ThinkGard has allowed us to take the processes, procedures and methodologies of large publicly traded companies and bring it to organizations that would otherwise never have access to that level of sophistication.

References

ThinkGard is proud to say we have a 100 percent client retention/satisfaction rate. We will provide references upon request.

DataGard

Description	Recurring	Qty	Ext. Recurring
DataGard ICR - Enterprise DataGard - 18TB Monthly Services E18TB DataGard Monthly Protection and Replication	\$2,598.00	4	\$10,392.00

Services Included in Monthly Rate

- Infinite Cloud Based Retention (ICR)
- Backups of multiple simultaneous servers to appliance at variable rates (1 hour – 24 hours)
- Backup replication to two Remote Back-up sites
- Storage Space at the Two Remote Sites
- Daily On-Going technical resources to keep backups running / assist in recovery scenarios
- On Call Troubling Shooting Service
- Technical Restore Process Documentation (Disaster Recovery)
- Annual System Testing Local and Cloud
- 30 days of off-site virtualization per year per server agent, after which a fee of \$200.00 per 24 hours will apply.

Monthly Subtotal: **\$10,392.00**

Backup Appliance

Description	Price	Qty	Ext. Price
S-3E18000 18TB Enterprise Appliance CPU: 2x Xeon RAM: 256GB Array: RAID 6 NICs: 2x10GbE OS Drive: 120GB SSD Transfer Drive: 1x1TB Chassis: 2U	\$10,530.40	4	\$42,121.60

All backup appliances include 5 year hardware warranty and insurance policy to replace appliance in the event of a total disaster.

Subtotal: **\$42,121.60**

Implementation

Description	Price	Qty	Ext. Price
Implementation Implementation Services - Enterprise Services - Enterprise Implementation Services	\$499.00	1	\$499.00

Implementation

- * Onsite Setup / Installation of backup appliance
- * Assistance in installing backup agents on each server
- * Initial disaster recovery testing to build technical DR Documentation
- * Setup of Reporting / Alerting

Subtotal: **\$499.00**

Datagard Infinite Cloud Retention

Prepared by:

ThinkGard LLC

Kevin Fuller
(205) 564-2734
kevin@thinkgard.com

Prepared for:

Beaufort County SC

PO Drawer 1228
Beaufort, SC 29901
Patrick Hill
(843) 255-7044
phill@bcgov.net

Quote Information:

Quote #: KF000304

Version:
Delivery Date:
Expiration Date:

Quote Summary

Description	Amount
Backup Appliance	\$42,121.60
Implementation	\$499.00
Total: \$42,620.60	

Monthly Expenses Summary

Description	Amount
DataGard	\$10,392.00
Monthly Total: \$10,392.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

ThinkGard LLC

Signature: _____
Name: Kevin Fuller
Title: CTO
Date: 10/08/2018

Beaufort County SC

Signature: _____
Name: Patrick Hill
Date: _____

Terms & Conditions

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term. This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

- a. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
 - A. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
 - B. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
 - C. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
 - b. If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.
 - c. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.
1. **Services Provided** An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. **(a)** Incremental backups done on the NAS as frequently as once an hour by default. **(b)** Secure Remote (Off-site) Storage provided at two (2) secure data centers. **(c)** Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. **(c)** Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. **(d)** Full management, monitoring, and testing of the NAS and remote storage.
 2. **Security** All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. **(a)** Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. **(b)** The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. **(c)** Data stored off-site remains encrypted at all times.
 3. **Data Deduplication and Compression** Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.
 4. **Backup Frequency** Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

Terms & Conditions

5. **Smart Data Transport** Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.
6. **Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. **(a)** Connectivity provided by multiple providers with automatic failover capabilities. **(b)** Facilities power is supplemented with both battery backup and diesel generation capabilities. **(c)** Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. **(e)** Fire suppression and environmental control provided.
7. **Remote Storage and Base Remote Backup Image Creation** **(a)** Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. **(b)** The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.
8. **Recovery Time Objective (RTO)** THINKGARD will log all retrieval activities from the Client. **(a)** THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk **(b)** In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. **(c)** The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.
9. **Off-Site Virtualization** In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. **(a)** Servers can be virtualized in both off-site data centers. **(b)** Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.
10. **Ownership of the Data** The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.
11. **Catastrophe Service** In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly Agreement
12. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.
13. **Warranty** THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. **(a)** As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included **(please note, however, that the NAS units cannot be modified in any way** or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.) **(c)** NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Terms & Conditions

14. **Confidentiality** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.
15. **Equipment and Facilities** Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.
16. **Passwords** THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. **Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.**
17. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.
18. **Dispute Resolution** This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.
19. **Force Majeure & Malicious Acts** THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
20. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
21. **Warranty of Representative Capacity** The Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.
22. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.
23. **Additional Documents** The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Terms & Conditions

24. **Remedy Upon Client's Payment Default:** Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.
25. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.
26. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.
27. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
28. **Terms** By signing Client agrees to pricing and services terms indicated on proposal pricing pages.



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

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

TO: Councilman Stu Rodman, Chairman, Public Facilities Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Purchase of Nutanix HCI Server System from State Contract
DATE: 10/18/2018

BACKGROUND:

The Information Technology Systems Management Department seeks to secure a hyper-converged infrastructure server system from Nutanix that allows for immediate redundant failover of critical servers for \$211,884.48. This system will replace the blade servers in the data center that are end-of-life in addition to servers expiring in 2019. This system will hold our Thomson Reuters Aumentum property tax software and Cisco Voice over Internet Protocol (VoIP) Telephony System, as well as our Domain server (a server computer that responds to security authentication requests, e.g. logging in, checking permissions, etc.) and the server housing all data for the Emergency Medical Services (EMS) Department.

VENDOR INFORMATION:

Data Network Solution, Chapin, SC
State Contract Pricing (contract # 4400018985)

COST:

\$229,884.48

Insert Addition Vendor Info.

FUNDING:

10001150-51110 - Information Technology Systems Management Department, Maintenance Contracts

Funding approved: Yes By: aholland Date: 10/18/2018

FOR ACTION:

Public Facilities Committee occurring October 22, 2018.

RECOMMENDATION:

The Purchasing Department and the Information Technology Systems Management Department recommends that the Public Facilities Committee approve and recommend to County Council the purchase of a Nutanix HCI Server System for the cost of \$229,884.48.

Nutanix Server System.pdf
60.51 KB

cc: Tom Keaveny, Interim County Administrator

Approved: Yes Date: 10/18/2018

Check to override approval: Overridden by: Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 10/18/2018

Monica Spells, Assistant County Administrator, Civic Eng

Approved: Yes Date: 10/18/2018

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

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

After Initial Submission, Use the Save and Close Buttons



Jack Davis
 Account Executive
 Data Network Solutions
jdavis@datanetworksolutions.com
 (803) 991-3046
orders@DataNetworkSolutions.com

Patrick Hill
 Beaufort County Government
 Beaufort Industrial Village 104
 Industrial Village Rd Building 3
 Beaufort, SC. 29902
[email - phill@bcgov.net](mailto:email-phill@bcgov.net)
 phone - 843-255-7085

Quote:	QBC101818-1
Project:	Lenovo / Nutanix 3 Node Quote

MFG	MFG PART#	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Hardware/Software:					
Lenovo	7X84VP1T00	LENOVO DATA CENTER : custom HX5520 COB MC00112732 end 11/2/2018	3	\$ 66,503.11	\$ 199,509.33
Lenovo	5PS7A04030	LENOVO DATA CENTER : PROTECTION Ess Svc-3Y	3	\$ 1,090.66	\$ 3,271.98
Lenovo	5MS7A05690	LENOVO DATA CENTER : MANAGED ProServUnit Nutanix Base	3	\$ 1,090.66	\$ 3,271.98
Lenovo	5MS7A05692	LENOVO DATA CENTER : MANAGED ProServUnit Nutanix Adv + XCI	1	\$ 5,831.19	\$ 5,831.19
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Annual Maintenance/Support:					
				\$ -	\$ -
Installation Services:					
DNS	Consulting services	Nutanix installation and migration - vSphere updates	10	\$ 1,800.00	\$ 18,000.00
TOTAL					\$229,884.48

Contract: State of SC 4400018985
 Prepared by: Jack Davis
 Dated: 10/18/18 Prices valid for 30 days. Quote Expires: 11/17/2018
 DNS reserves the right to amend quotation if errors or omissions occur.
 All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS
 Taxes, Shipping and Handling not included, and are billed as incurred.
 Credit Card orders are subject to a 3% surcharge.
 Returned hardware may be subject to a 25 % restocking fee.
 All returns must be within 30 days of receipt, be pre-approved and have an DNS RMA#.
 Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.
 **Purchase Orders can be emailed to orders@datanetworksolutions.com

LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT
Beaufort County
Edgar C Glenn Boat Landing
Okatie, SC

THIS AGREEMENT ("Agreement") is entered into and effective this **27th** day of **September, 2018**, by and between **Beaufort County**, ("Customer") and South Carolina Electric & Gas Company, ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting. Company shall also perform remote monitoring and diagnostic service for the LED fixtures and those charges are included in the facility fee.

ARTICLE II

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$ **0.11185** per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$ **25.05** per month plus a Basic Facilities Charge (BFC) of \$ **7.00** per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Energy	BFC	Total Energy Charge (\$)
LED Round	168	4	224	<u>\$0.11185</u>	<u>\$25.05</u>	<u>\$7.00</u>	<u>\$32.05</u>

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of **1.9** % of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$ **129.75** (**1.9** % times \$ **6,829**). The monthly facility charge will not change during the term of the Agreement.

Customer's initial monthly lighting charges for this project will total \$ 161.81 plus S.C. sales tax and all other applicable fees.

Rate	Item	Total
9	Total Energy Charge	\$ <u>32.05</u>
	Monthly Facility Charge	\$ <u>129.75</u>
	Total Monthly Lighting Charges	\$ <u>161.81</u>

Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the PSC as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

ARTICLE III

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange or luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to install underground wiring and appurtenances for **four (4) LED 168W CobraFlex fixtures** luminaires mounted on **four (4) 30' wood Poles**. This lighting installation will be located at **Edgar C Glenn Boat Landing** , Okatie, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date _____

ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIII

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company, which consent will not be unreasonably withheld or delayed. Upon execution of an Assumption of this Agreement by the assignee, the assigning Party shall be relieved of further liability hereunder.

ARTICLE XIV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XV

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVI

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

ARTICLE XVII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XVIII

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

Beaufort County

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By: _____

(Print Name): Daniel F. Kassis

Title: Vice President, SCE&G Customer Relations and Renewables

Date: _____

Contract No.

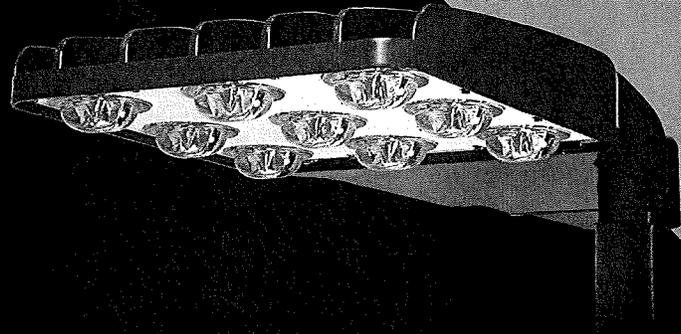




HOLOPHANE[®]
LEADER IN LIGHTING SOLUTIONS

MONGOOSE[®] LED ROADWAY & AREA LIGHTING LUMINAIRE

The Mongoose LED roadway and area lighting product provides significant energy and maintenance savings vs. HID luminaires. It offers the ultimate in application flexibility with a uniquely designed advanced optical system and attractive appearance. This combined with multiple lighting distributions, mounting options, and the ability to tilt the fixture offers unequalled performance in a diverse set of applications.



Features

- + 150-400 watt HPS, 175-1000 watt MH replacement
- + 15,000 to 48,000+ lumens
- + IP66 rated glass optical
- + IP65 rated electrical enclosure
- + LED light engines are rated > 100,000 at 25°C, L70
- + Electronic driver has an expected life of 100,000 hours at 25°C
- + 5,000 hour salt spray finish standard
- + Narrow, Medium, & Wide Roadway Distributions
- + Type 4 & 5 Area lighting distributions
- + 3,000K, 4,000K & 5,000K CCT, 70 CRI minimum
- + Removable "Power Door" standard
- + 0° to 45° fixture tilt
- + Horizontal arm, vertical tenon and square pole mounting

Roadway Lighting

For customers who use offset roadway lighting, the Mongoose LED is the next generation of the well-established Mongoose product. In addition to the wider pole spacing, reduced install costs for pipe and wire, and the reduced pole cost that are hallmarks of traditional offset lighting, the LED Mongoose will provide a 30% reduction in energy cost, coupled with a minimum of 50% reduction in maintenance cost while extending fixture life to 100K hrs.

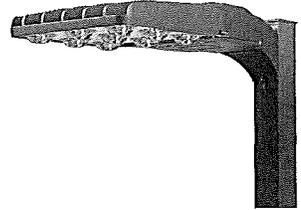
Area Lighting

For commercial area lighting, the Mongoose LED provides a very attractive and flexible alternative to traditional shoebox and cobrahead luminaires, while achieving up to 60% reduction in energy cost, coupled with a minimum of 50% reduction in maintenance cost and fixture life extended to 100K hours.

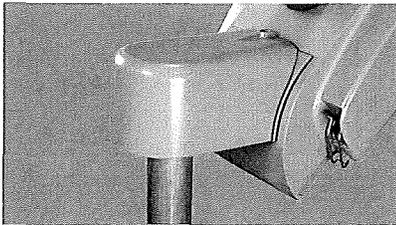
INDUSTRY LEADING DESIGN

LED ROADWAY & AREA LIGHTING LUMINAIRE

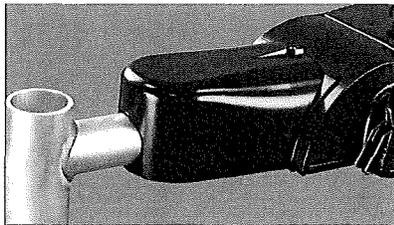
From durable, high performance glass optics and highly engineered thermal management, to tilt options, tool-less entry and multiple mounting configurations, the new Mongoose LED is a true game-changer for the outdoor lighting industry. One that is ultimately worthy of the name and legacy of the Holophane Mongoose.



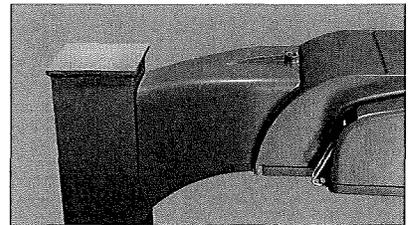
FEATURES AND OPTIONS



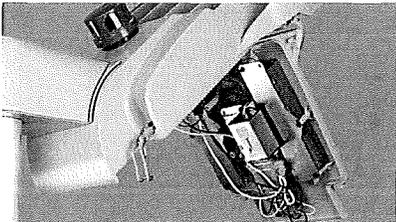
Vertical Tenon Mount
Attaches to 2" Vertical Tenon



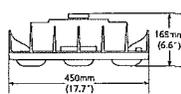
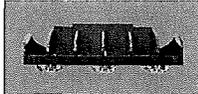
Horizontal Arm Mount
Attaches to 2" Horizontal Arm



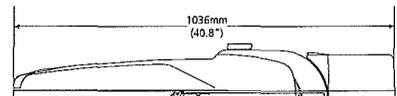
Architectural Mount
Attaches to Square Pole



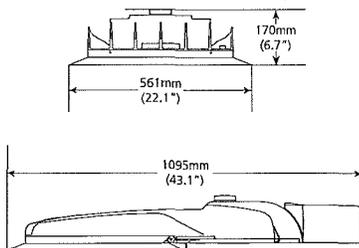
Flexibility and Accessibility
Enhanced through innovative features like adjustable tilt, removable power door and tool-less stainless steel latches.



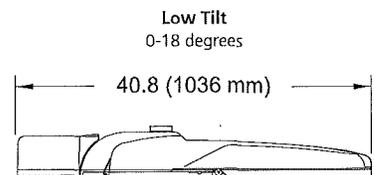
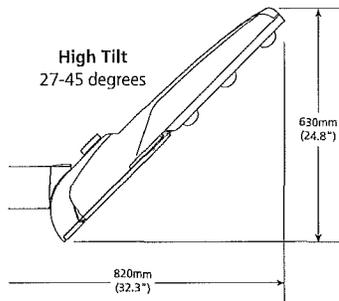
Mongoose LED
Maximum Weight: 120-277V = 50lbs.; 347, 400V = 60lbs.
Maximum E.P.A.: 2.05 sq. ft.



UPLIGHT SKIRT OPTION



TILT OPTIONS



Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Product specifications may change without notice. Please contact your sales representative for the latest product information.

Contact your local Holophane factory sales representative for application assistance, and computer-aided design and cost studies. For information on other Holophane products and systems, call the Inside Sales Service Department at 866-759-1577. In Canada call 905-886-8967 or fax 905-886-7973.

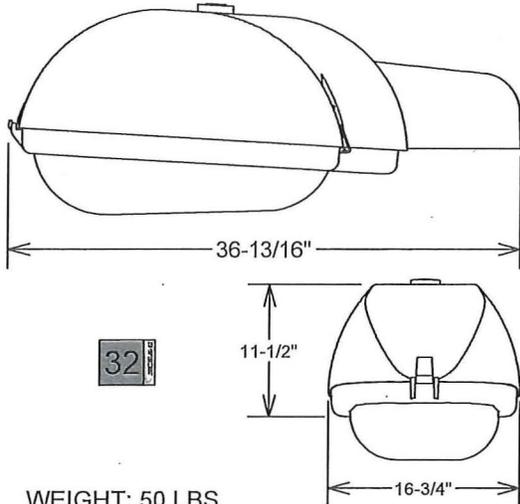
COBRAFLEX AND MULTI-MOUNT

BY MWC
 DATE 04-18-18
 REV. 1

18.05-04D

REV. 1 (04/18/18) - REMOVED LED WATTAGES

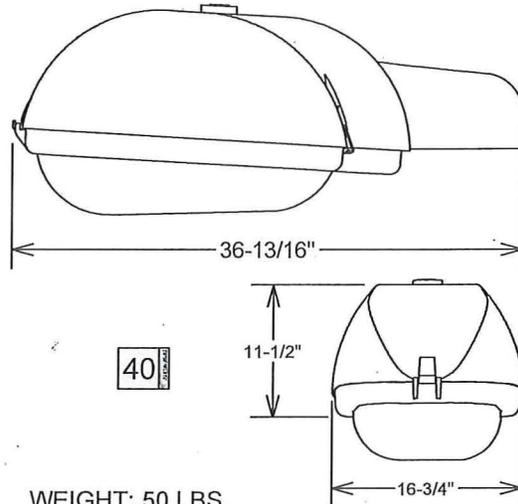
320W PULSE START MH COBRAFLEX (BLACK)



WEIGHT: 50 LBS.

CU CODE	ITEM	STOCK CODE
LCF320MH	LUMINAIRE, 320W PS MH	016.4460.3007
	PHOTO CONTROL	016.1100.0111
	LAMP, 320W PS MH	016.4450.7120

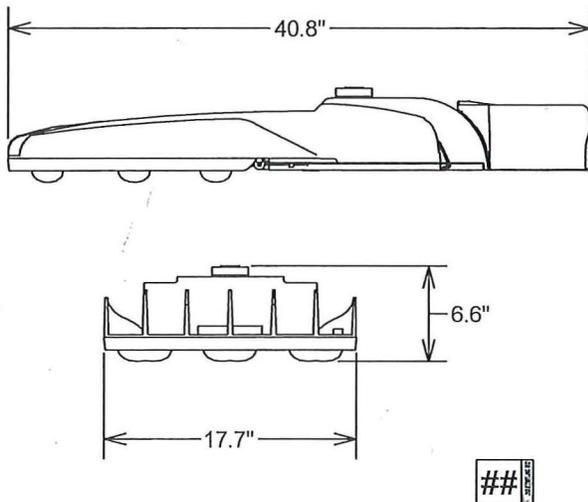
400W HPS COBRAFLEX (BLACK)



WEIGHT: 50 LBS.

CU CODE	ITEM	STOCK CODE
LCF400HPS	LUMINAIRE, 400W HPS	016.4460.2111
	PHOTO CONTROL	016.1100.0111
	LAMP, 400W HPS	016.4450.3401

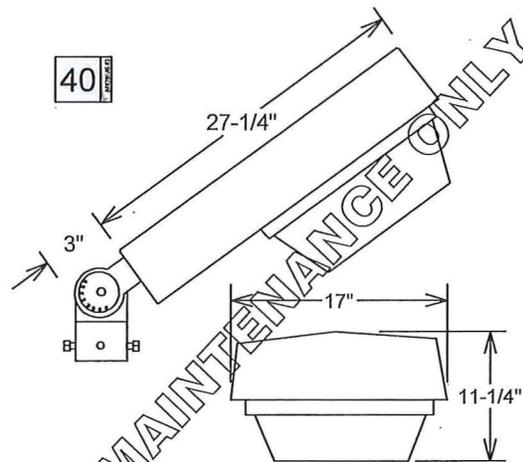
LED COBRAFLEX EQUIVALENT (BLACK)



WEIGHT: 50 LBS.

CU CODE	ITEM	STOCK CODE
LEDM-COBFLEX	LUMINAIRE, LED COBRAFLEX	016.4460.3100

400W HPS MULTI-MOUNT (BRONZE)



WEIGHT: 42 LBS.

CU CODE	ITEM	STOCK CODE
LM400HPSM	LUMINAIRE, 400W HPS	016.4460.2440
	PHOTO CONTROL	016.1100.0111
	LAMP, 400W HPS	016.4450.3401

NOTE:

1. SEE DRAWING 18.01-01 FOR GENERAL INFORMATION AND NOTES.

EFFECTIVE
 DATE:
 05-15-18

**DISTRIBUTION CONSTRUCTION STANDARD
 SOUTH CAROLINA ELECTRIC & GAS CO.**

ORDINANCE 2018 _____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND (DAUFUSKIE ISLAND STORE)

WHEREAS, Beaufort County is the owner of Parcel Number R800 024 000 0032 0000 and also known as 15 Haig Point Road; and

WHEREAS, a portion of the above referenced parcel, the portion known as the Daufuskie Island Store is available for lease and John Hill wishes to lease the property from the County for the purpose of a general store; and

WHEREAS, the Interim County Administrator has negotiated a lease with John Hill for the use of the general store space; and

WHEREAS, it is necessary, in accordance with Beaufort County Code of Ordinances Section 2-514, for County Council to provide prior approval to the county administrator to lease property; and

WHEREAS, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island General Store to John Hill.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a portion of 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the portion known as the Daufuskie Island General Store to John Hill.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2018, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **John Hill**, whose mailing address is _____, _____, SC _____ hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** The Daufuskie Island Store located at 15 Haig Point Road, Daufuskie Island, SC on Parcel Number R800 024 000 0032 0000 and adjacent to Marshside Mama's.
- 2. TERM.** The term of this Lease shall be month to month.
- 3. RENT.** Tenant agrees to the following consideration in exchange for occupying the aforementioned premises: Tenant will (a) be responsible for maintaining the property including the bathrooms (including all necessary supplies), the well and the well house which are located thereon in a neat, clean and useable manner; (b) will keep the grass mowed, litter picked up, removed and the property free from hazards of all kinds; (c) be responsible for, and pay, all utility bills such as electricity, internet, etc. which are associated with his use of the premises; and (e) ensure that the restaurant portion of the building remains secure and unoccupied and inform the Landlord of any disturbance thereof.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
- 5. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Leased Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

6. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as the Daufuskie Island Store and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as an The Daufuskie Island Store. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

7. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Leased Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility.

8. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

9. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, sublet or grant any concession or license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement immediately.

11. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the premises. No notice will be required in emergent situations or for access or entry upon the land.

12. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

13. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the demised premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the demised premises.

14. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised quietly, peacefully and in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted.

15. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

16. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

17. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2

above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 15.

18. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

19. SEVERABILITY. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:
Beaufort County

By: _____
Thomas J. Keaveny, II,
Interim County Administrator

Witness

Witness

TENANT:
John Hill

By: _____

Witness

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



Animal Shelter
10 Pritchard Point Road

OKATIE HWY

PRITCHER POINT RD

500 ft

HEFFAL

Ordinance 2018/ ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

WHEREAS, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

WHEREAS, Beaufort-Jasper Water & Sewer Authority has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County’s property; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new water and sanitary sewer infrastructure to occur as agreed upon by the County and Beaufort Jasper Water Sewer Authority.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

BLANKET EASEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between **Beaufort County** (hereinafter called Grantor) and the **Beaufort Jasper Water and Sewer Authority** (hereinafter called the "Authority").

WITNESSETH that, in consideration of One (\$1.00) Dollar received from the Authority, Grantor owning a tract or development known as **10 Pritcher Point Road** situated in the County of Beaufort, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the R.O.D. of said County:

SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE
(Hereinafter referred to as "Development")

This being the same real property described in Beaufort County's R.O.D. office Deed Book 3194 at page 1874 on November 29, 2012.

Specific locations of all future water and wastewater lines are to be mutually agreed upon by both the Grantor and the Authority. Grantor agrees to keep the area immediately adjacent to the water and wastewater lines free of any encumbrances that might interfere with operation and maintenance of the water and wastewater lines.

The Grantor hereby grants and conveys to the Authority, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under any and all streets, alleys roads, or other public ways or places of said Development now existing or hereinafter laid out, various utility pipelines, manholes, hydrants, valves, meters and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public, or private systems, for the provision of the water and sewer services, together the right of ingress, egress, and access to and from such rights-of-way access and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install utility pipelines, manholes, hydrants, and valves and meters in said Development near the lot lines, with the right from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending ten (10') feet on either side of the center of the pipeline, manholes, hydrants, valves, and meters; provided however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by the Authority in maintaining or repairing said utility pipelines, manholes, hydrants, valves, and meters shall be borne by the Authority, provided further, however that Grantor agrees for itself, its successors, and assigns, not to build or allow any structure to be placed on the premises in such a manner that will exist within ten (10) feet of center of the location of the water and wastewater lines in case such structure is built Grantor or successor or assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Authority herein. The parties to this Easement agree that if any repaving is required, said paving will be the sole responsibility of the Grantor. Notwithstanding the foregoing, the Authority will be responsible to repair and/or replace any other damage it causes to other utility lines serving the Development or any permanent improvement thereupon.

EXHIBIT "A"

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

DMP: R600 013 000 0373 0000

Ordinance 2018/ _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY, 10 PRITCHER POINT ROAD, SOUTH CAROLINA

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

WHEREAS, due to the Beaufort County Animal Services Facility project, it is necessary for Hargray Communications Group, Inc, to locate telecommunications and internet infrastructure to service the new facility; and

WHEREAS, Hargray Communications Group, Inc. has requested that Beaufort County grant it a Non-Exclusive Telecommunications and Video and/or Broadband Facilities Easement to enter the County Parcel for the purpose of erecting, operating and maintaining Telecommunications and Video and/or Broadband infrastructure across portions of the County’s property; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:

- (1) The Interim County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The Interim County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new telecommunications and internet infrastructure to occur as agreed upon by the County and Hargray Communication Group, Inc.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.

EXHIBIT "A"
Easement and Access Area

All that certain piece, parcel or lot of land, situate, lying and being in Okatie, Beaufort County, South Carolina containing 6.227 acres and being more particularly shown as "A portion of Parcel 61 Proposed Animal Shelter Parcel" on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80. For a more complete description as to metes, bounds, courses and distances, reference may be had to the above mentioned plat.

This being the same property, formerly being a portion of R603 013 000 0061, conveyed to the Grantor by Deed of Atlas SC I SPE, LLC dated November 26,, 2012 and being recorded on November 29, 2012 in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 3194 at Page 1874.

DMP: R600 013 000 0373 0000

Ordinance 2018/____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED
CONVEYING A PORTION OF PROPERTY OWNED BY BEAUFORT COUNTY AT 10
PRITCHER POINT ROAD, SOUTH CAROLINA**

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

WHEREAS, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority, to locate water and sanitary sewer infrastructure to service the new facility; and

WHEREAS, Beaufort-Jasper Water & Sewer Authority, Inc. has requested that Beaufort County deed a portion of the property for the purpose of installing a lift station more particularly shown as “BJWSA LIFT STATION, 1,600 sq. ft., 0.037 acres” on that certain plat prepared by T-Square Surveying, certified by William J. Smith, PLS, dated September 21, 2018 and attached hereto as Exhibit A; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested portion of real property as shown on the attached Exhibit “A”; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS: the Interim County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of the portion of real property as described herein.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

for the provision of water and sewer services, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith.

This being a portion of the property conveyed to the Grantor herein by deed of Atlas SC I SPE, LLC, a North Carolina limited liability company, dated November 26, 2012, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Records Book 3194 at Page 1874.

TAX REF: R600 013 000 0373 0000 (PORTION OF)

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns forever.

AND, the said BEAUFORT COUNTY, a political subdivision of the State of South Carolina, does hereby bind itself and its Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said BEAUFORT-JASPER WATER & SEWER AUTHORITY, INC., its Successors and Assigns, against itself and its Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the undersigned this ____ day of _____, 2018.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

witness signature

Notary Public signature

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

By: _____
Its: _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	108.31	S56°52'54"E
L2	34.74	N33°07'06"E
L3	220.24	N13°40'51"E
L4	42.20	N66°46'50"E
L5	32.60	S87°28'03"E
L6	15.29	S13°47'15"W
L7	118.89	S56°52'54"E
L8	49.74	N33°07'06"E
L9	212.74	N13°40'51"E
L10	31.27	N66°46'50"E
L11	26.18	S87°28'03"E
L12	40.00	S76°12'36"E
L13	40.00	S13°47'15"W
L14	40.00	N76°12'45"W
L15	40.00	N13°47'15"E

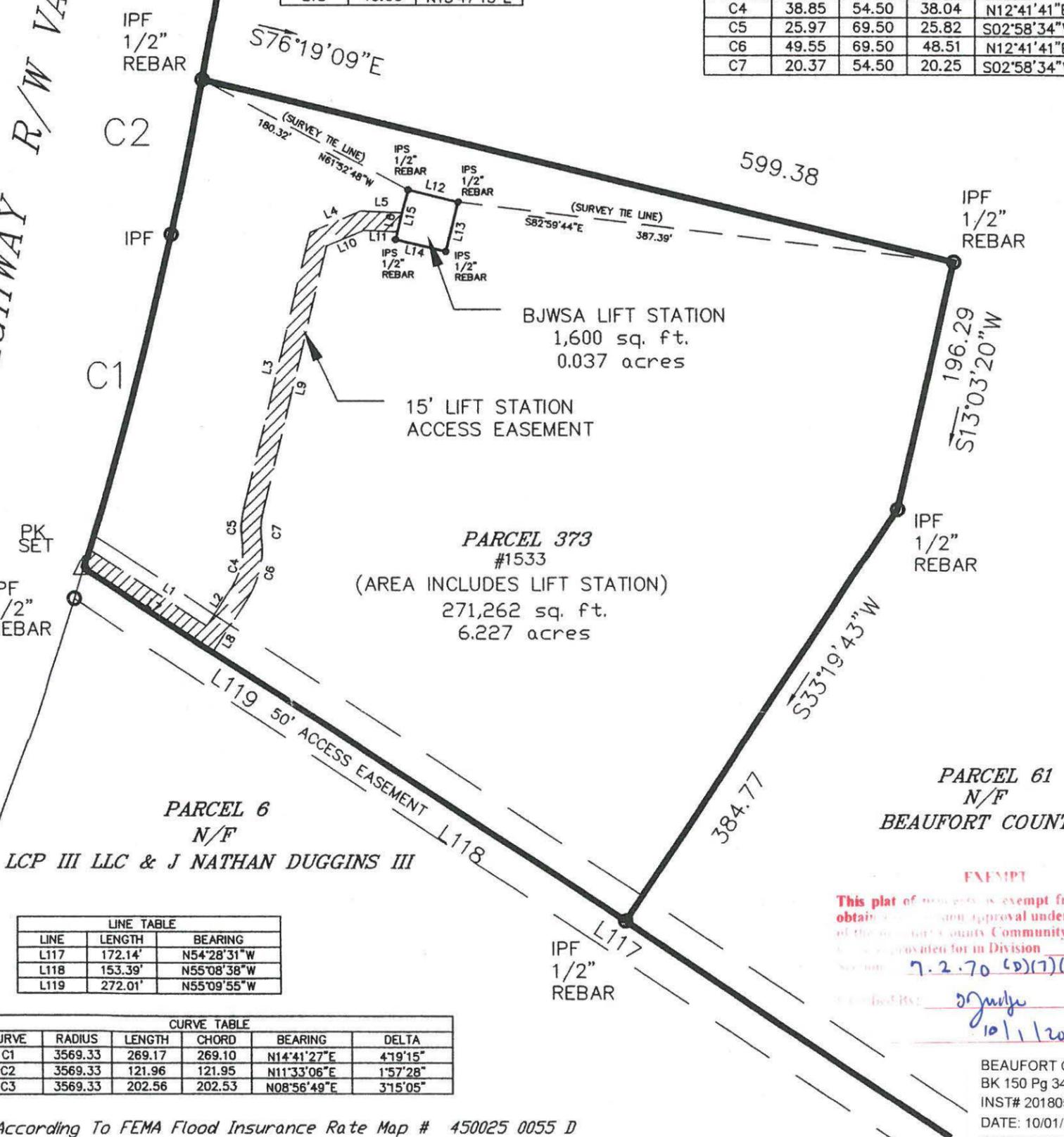


LOCATION MAP NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA ANGLE
C4	38.85	54.50	38.04	N12°41'41"E	40°50'51"
C5	25.97	69.50	25.82	S02°58'34"W	21°24'36"
C6	49.55	69.50	48.51	N12°41'41"E	40°50'51"
C7	20.37	54.50	20.25	S02°58'34"W	21°24'36"

PARCEL 61
N/F
BEAUFORT COUNTY

OKATIE HIGHWAY R/W VARIES



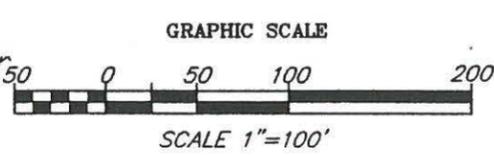
LINE TABLE		
LINE	LENGTH	BEARING
L117	172.14'	N54°28'31"W
L118	153.39'	N55°08'38"W
L119	272.01'	N55°09'55"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3569.33	269.17	269.10	N14°41'27"E	4°19'15"
C2	3569.33	121.96	121.95	N11°33'06"E	1°57'28"
C3	3569.33	202.56	202.53	N08°56'49"E	3°15'05"

- NOTES: 1. According To FEMA Flood Insurance Rate Map # 450025 0055 D This Lot Appears To Lie In A Federal Flood Plain Zone C, Minimum Required Elevation N/A Ft. NGVD29
2. This Property May Be Subject To Easements, Protective Covenants And Other Facts That May Be Revealed By A Complete Title Search.
3. All Building Setback Requirements Should Be Verified With The Proper Authorities Prior To Design And Construction.

EXEMPT
This plat of parcels is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Community Development Ordinance provided for in Division 7.2
Section 7.2.70 (b)(7)(A)
Date: 10/1/2018

BEAUFORT COUNTY SC-ROD
BK 150 Pg 34
INST# 2018053019 RCPT#907185
DATE: 10/01/2018 01:07:06 PM
REC FEES: \$0.00
CO\$0.00 ST\$0.00 TR\$0.00



DIST. 600, MAP 13, PARCEL 373
REFERENCE PLAT(S):
A PLAT BY WILLIAM J. SMITH, DATED 8/2/2016,
PREPARED FOR BEAUFORT COUNTY, JOB#95-089BD.

THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF
BJWSA

A BJWSA LIFT STATION ACQUISITION PLAT ON PARCEL 373 OKATIE HIGHWAY,
DISTRICT 600, TAX MAP 13,
BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA.

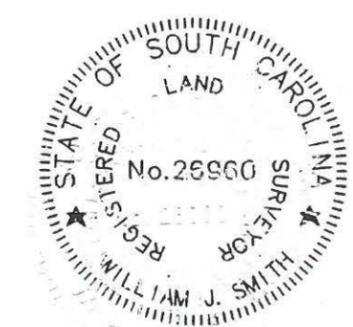
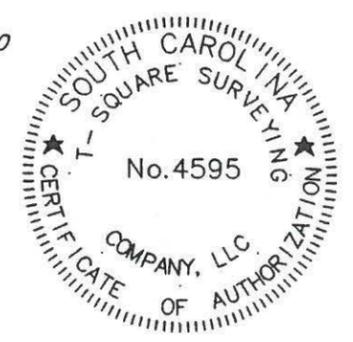
DATE: SEPTEMBER 21, 2018

T SQUARE SURVEYING
PROFESSIONAL LAND SURVEYORS
P.O. Drawer 330
139 Burnt Church Road
Bluffton, S.C. 29910
tsquare@hargray.com
Phone 843-757-2650 Fax 843-757-5758

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE INDICATED

William J. Smith
WILLIAM J. SMITH, PLS # 26960



JOB # 95-089SE

Ordinance 2018/ ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A BILL OF SALE GRANTING OWNERSHIP OF CERTAIN INFRASTRUCTURE MATERIALS TO BEAUFORT JASPER WATER AND SEWER AUTHORITY RELATED TO THE ANIMAL SHELTER PROJECT

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R600 013 000 0373 0000 located on S.C. Highway 170 (also known as Okatie Highway) on the east side of S.C. Highway 170 at 10 Pritcher Point Road and being more particularly shown as “A portion of Parcel 61 Proposed Animal Shelter Parcel” on a plat prepared by William J. Smith, PLS No. 26960, dated August 2, 2016 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on August 16, 2017 in Plat Book 147 at Page 80; and

WHEREAS, due to the Beaufort County Animal Services Facility project, it is necessary for Beaufort-Jasper Water & Sewer Authority (BJWSA), to locate water and sanitary sewer infrastructure to service the new facility; and

WHEREAS, Beaufort-Jasper & Water Sewer Authority has requested that Beaufort County execute a Bill of Sale attached hereto and incorporated by reference as Exhibit “A” regarding equipment installed on County property for water and sanitary sewer infrastructure; and

WHEREAS, the list of materials being conveyed in the Bill of Sale and becoming an attachment to the real property and subject to maintenance by BJWSA is attached hereto and incorporated by reference as Exhibit “B”; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Bill of Sale; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the Interim County Administrator is hereby authorized to execute the Bill of Sale as described herein.

Adopted this ____ day of _____, 2018.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II
Interim County Administrator
County Attorney

ATTEST:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

EXHIBIT B

Water

- _____ LF of 8" DR18, C900 PVC waterline
- _____ LF of 6" DR18, C900 PVC waterline
- _____ LF of 4" PVC waterline
- 1 " service
- 2 fire hydrants
- 7 Associated gate valves/valve boxes

Sewer

- _____ LF of 6" SDR-26 sewer line
- 2 Sanitary sewer manholes
- 1 Pump Station