



**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 Jerry Stewart, Chairman, Finance Committee
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: New Contract as a Result of Solicitation
IFB 102318HXD, Off Airport Tree Removal Mitigation and Summit Drive Mitigation
DATE: 11/29/2018

BACKGROUND:

As part of the ongoing tree removal project at Hilton Head Island Airport, it has been determined that mitigation of certain trees removed within the approaches to Runway 03-21 and along Summit Drive will need to be performed.

Beaufort County issued an Invitation to Bid (IFB) to contractors capable of providing the tree mitigation service. This project is being executed in accordance with the Hilton Head Island Airport Master Plan Phase I Implementation as directed by Beaufort County and Town of Hilton Head Councils in 2010.

Bids were received and reviewed by airport staff and consultants and it was determined that Kolcun Tree Care, Inc., was the lowest responsible/responsive bidder.

The Beaufort County Airports Board (BCAB) finds this contract award and work authorization acceptable. Therefore, the BCAB forwards these items to Finance Committee for their approval.

VENDOR INFORMATION:

COST:

Kolcun Tree Care, LLC, Hilton Head Island, SC	\$386,951.50
Preferred Materials, Inc., Savannah, GA	\$694,496.25
The Greenery, Inc., Hilton Head Island, SC	\$737,008.76

FUNDING:


90% via FAA AIP Grant 37, 5% through SCAC and 5% via Hilton Head Island Airport Revenue.

Funding approved: Yes By: aholland Date: 11/30/2018

FOR ACTION: Finance Committee meeting occurring 12/10/2018.

RECOMMENDATION:

The Finance Committee approve and recommend to County Council the contract award to Kolcun Tree Care Inc., to perform the required tree removal services for a total cost of \$386,951.50.

Attachment:  IFB 102318HXD Attachments.pdf
433.6 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 11/30/2018

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 11/30/2018

Colin Kinton, Director, Transportation Engineering Division

Approved: Yes Date: 11/30/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

Jon Rembold, Director, Airports Department

Approved: Yes Date: 11/30/2018

Check to override approval: Overridden by:

Override Date: ready for admin:

After Initial Submission, Use the Save and Close Buttons

TALBERT BRIGHT & ELLINGTON

Engineering & Planning Consultants

November 26, 2018

Mr. Jon Rembold
Airports Director
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, SC 29926

RE: Bid Tabulation and Recommendation of Award
Off Airport Tree Removal Mitigation & Summit Drive Mitigation
Hilton Head Island Airport
TBE Project No. 2119-1808

Dear Mr. Rembold,

Bids for the above referenced project were opened on October 23, 2018 at 3:00 P.M. Three bids were received, opened and tabulated. The lowest bidder was **Kolcun Tree Care, LLC.** with a total bid proposal of **\$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**, the second lowest bidder was **Preferred Materials, Inc.** with a total bid proposal of **\$694,496.25 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**, and the third lowest bidder was **The Greenery, Inc.** with a total bid proposal of **\$737,008.76 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**. A tabulation of the bids is enclosed for your review.

Our review of the bids submitted, the proposal documents and project specifications revealed that the apparent low bidder Kolcun Tree Care, LLC., submitted a DBE participation amount of 8.3% exceeding the DBE goal of 6.1%. Therefore, it is our recommendation that **Kolcun Tree Care, LLC.** be awarded the construction contract for this project in the amount of **\$386,951.50 (Schedule A, Schedule B, Schedule C, and all Year 2 and Year 3 Alternate Maintenance Items)**.

We recommend this award subject to the availability of federal and state funding assistance. A grant application for both the FAA and SCAC future grants will be transmitted under separate cover.

Sincerely,



Patrick E. Turney, PE, PLS
Project Manager

Enclosure

ITEM NO.	DESCRIPTION	QTY	UNIT	THE GREENERY, INC. HILTON HEAD ISLAND, SC			KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC			PREFERRED MATERIALS, INC. SAVANNAH, GA			Engineer's Estimate
				UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL		
A. SITE PREPARATION AND EARTH WORK													
1.	Selective Cleaning and Grubbing	34,829	SF	\$0.62	\$21,593.98 *	\$0.15	\$5,224.35	\$0.60	\$20,897.40	\$0.22	\$7,662.38		
2.	Soil Amendments	34,829	SF	\$0.11	\$3,831.19 *	\$0.35	\$12,190.15	\$0.50	\$17,414.50	\$0.10	\$3,482.90		
	Site Preparation and Earth Work Subtotal				\$25,425.17		\$17,414.50		\$38,311.90		\$11,145.28		
B. LANDSCAPING													
Trees													
1.	ILCAZ Ilex cassine/ Dahoon Holly/ 8'-10' H/ Cont.	11	EA	\$629.51	\$6,924.61 *	\$822.54	\$9,047.94	\$1,430.00	\$15,730.00	\$350.00	\$3,850.00		
2.	ILCA Ilex cassine/ Dahoon Holly/ 6'-8' H/ Cont.	11	EA	\$564.72	\$6,211.92 *	\$642.54	\$7,067.94	\$420.00	\$4,620.00	\$175.00	\$1,925.00		
3.	MAVIZ Magnolia virginiana/ Sweetbay Magnolia/ 8'-10' H min./ Cont.	6	EA	\$726.69	\$4,360.14 *	\$672.54	\$4,035.24	\$535.00	\$3,210.00	\$350.00	\$2,100.00		
4.	MAVI Magnolia virginiana/ Sweetbay Magnolia/ 6'-8' H min./ Cont.	6	EA	\$629.51	\$3,777.06 *	\$552.54	\$3,315.24	\$440.00	\$2,640.00	\$175.00	\$1,050.00		
5	SAPA Sabal palmetto/ Cabbage Palm/ 12'-14'H/ Hurricane Cut	1	EA	\$529.51	\$529.51	\$597.54	\$597.54	\$860.00	\$860.00	\$525.00	\$525.00		
Shrubs													
1.	ILVOZ Ilex vomitoria/ Upright Yaupon Holly/ 5'-6' H/ #30 Cont.	28	EA	\$449.18	\$12,577.04 *	\$447.54	\$12,531.12	\$695.00	\$19,450.00	\$350.00	\$9,800.00		
2.	ILVO Ilex vomitoria/ Upright Yaupon Holly/ 4' H/ #15 Cont.	28	EA	\$395.36	\$11,070.08 *	\$387.54	\$10,851.12	\$420.00	\$11,760.00	\$175.00	\$4,900.00		
3.	MYCEZ Myrica central/ Wax Myrtle/ 5'-6' #30 Cont.	30	EA	\$388.71	\$11,661.30 *	\$372.54	\$11,176.20	\$535.00	\$16,050.00	\$350.00	\$10,500.00		
4.	MYCE Myrica central/ Wax Myrtle/ 3'-3.5' #15 Cont.	30	EA	\$259.38	\$7,781.40 *	\$237.54	\$7,126.20	\$292.14	\$8,784.20	\$150.00	\$4,500.00		
Other													
1.	MULCH Longleaf Pine Straw - 3" deep	34,829	SF	\$0.19	\$6,617.51 *	\$0.32	\$11,145.28	\$0.35	\$12,190.15	\$0.15	\$5,224.35		
	Landscaping Subtotal				\$71,610.57 *		\$76,893.82		\$95,284.35 *		\$44,374.35		
C. MAINTENANCE													
1.	1 Year Maintenance & Watering (Landscape)	1	YR	\$62,716.02	\$62,716.02	\$8,700.00	\$8,700.00	\$44,000.00	\$44,000.00	\$15,000.00	\$15,000.00		
	Maintenance				\$62,716.02		\$8,700.00		\$44,000.00		\$15,000.00		
D. TREE STORM DAMAGE REPAIR & MAINTENANCE													
1.	Tree Storm Damage Repair (see Note 2)	2	DAY	\$6,763.37	\$13,526.74 *	\$1,600.00	\$3,200.00	\$11,250.00	\$22,500.00	\$6,500.00	\$13,000.00		
	Tree Storm Damage Repair & Maintenance				\$13,526.74 *		\$3,200.00		\$22,500.00		\$13,000.00		
	SCHEDULE A TOTAL				\$173,278.50 *		\$106,208.32		\$200,096.25		\$63,519.63		
ALTERNATE MAINTENANCE													
1.	1 Year 2 Maintenance	1	YR	\$45,144.00	\$45,144.00	\$8,700.00	\$8,700.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00		
2.	1 Year 3 Maintenance	1	YR	\$40,356.00	\$40,356.00	\$8,700.00	\$8,700.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00		
	Alternate - Additional Maintenance				\$85,500.00		\$17,400.00		\$50,000.00		\$20,000.00		

* DENOTES MATH ERROR

ITEM NO.	DESCRIPTION	QTY	UNIT	THE GREENERY, INC. HILTON HEAD ISLAND, SC		KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC		PREFERRED MATERIALS, INC. SAVANNAH, GA		Engineer's Estimate	
				UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL		
A. LANDSCAPING											
Trees											
1.	Ilex cassine/ Dattoon Holly/ 10' H/ 2" DIA/ Cont.	22	EA	\$849.15	\$18,681.30	\$1,047.54	\$23,045.88	\$1,390.00	\$30,580.00	\$19,800.00	
2.	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	5	EA	\$816.76	\$4,083.80	\$672.54	\$3,362.70	\$655.00	\$3,275.00	\$700.00	
3.	Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/ Cont.	26	EA	\$921.06	\$23,847.56	\$792.54	\$20,606.04	\$1,290.00	\$33,540.00	\$26,000.00	
4.	Salix Nigral/ Black Willow/ 10' H/ 2" DIA/ Cont.	11	EA	\$978.73	\$10,766.03	\$507.54	\$5,582.94	\$990.00	\$10,890.00	\$11,000.00	
5.	Sassafras Alboumy Sassafras/ 10' H/ 2" DIA/ Cont.	19	EA	\$1,140.70	\$21,673.30	\$522.54	\$9,928.26	\$1,090.00	\$20,710.00	\$29,900.00	
6.	Juniperus Silicicola/ Red Cedar/ 6' H/ 1" DIA/ Cont.	25	EA	\$525.71	\$13,137.25	\$372.54	\$9,313.50	\$375.00	\$9,375.00	\$500.00	
7.	Betula Nigral/ River Birch/ 10' H/ 2" DIA/ Cont.	9	EA	\$735.77	\$6,621.93	\$447.54	\$4,027.86	\$535.00	\$4,815.00	\$5,400.00	
8.	Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	19	EA	\$978.73	\$18,595.87	\$965.46	\$17,203.74	\$1,430.00	\$27,170.00	\$19,000.00	
9.	Taxodium Distichum/ Bald Cypress/ 10' H/ 2" DIA/ Cont.	8	EA	\$654.78	\$5,238.24	\$492.54	\$3,940.32	\$575.00	\$4,600.00	\$4,800.00	
10.	Myrica Cerifera/ Southern bayberry/ 10' H/ 2" DIA/ Cont.	4	EA	\$784.36	\$3,137.44	\$597.54	\$2,390.16	\$890.00	\$3,560.00	\$2,200.00	
Other											
1.	MULCH										
	Longleaf Pine Straw - 3" deep	30,000	SF	\$0.19	\$5,700.00	\$0.37	\$11,100.00	\$0.35	\$10,500.00	\$0.20	\$6,000.00
Landscaping Subtotal					\$131,575.72		\$110,507.40		\$159,015.00		\$132,100.00
B. MAINTENANCE											
	1 Year Maintenance & Watering (Landscape)	1	YR	\$59,415.17	\$59,415.17	\$8,700.00	\$8,700.00	\$34,400.00	\$34,400.00	\$30,000.00	\$30,000.00
Maintenance					\$59,415.17		\$8,700.00		\$34,400.00		\$30,000.00
SCHEDULE B TOTAL					\$190,990.89		\$119,207.40		\$193,415.00		\$162,100.00
ALTERNATE MAINTENANCE											
1.	Year 2 Maintenance	1	YR	\$42,765.00	\$42,765.00	\$8,700.00	\$8,700.00	\$21,000.00	\$21,000.00	\$25,000.00	\$25,000.00
2.	Year 3 Maintenance	1	YR	\$38,232.00	\$38,232.00	\$8,700.00	\$8,700.00	\$21,000.00	\$21,000.00	\$20,000.00	\$20,000.00
Alternate - Additional Maintenance					\$81,000.00		\$17,400.00		\$42,000.00		\$45,000.00

* DENOTES MATH ERROR

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. TOTAL	THE GREENERY, INC. HILTON HEAD ISLAND, SC	KOLCUN TREE CARE, LLC HILTON HEAD ISLAND, SC	PREFERRED MATERIALS, INC. SAVANNAH, GA	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	UNIT PRICE	EXT. TOTAL	Engineer's Estimate
A. LANDSCAPING															
1	Ilex cassine/ Darbon Holly/ 10' H/2' DIA/ Cont.	19	EA	\$875.57	\$16,635.83		\$1,047.54	\$1,380.00	\$1,380.00	\$26,410.00	\$900.00	\$17,100.00			\$17,100.00
2	Magnolia virginiana/ Sweetbay Magnolia/ 10' H/2' DIA/ Cont.	6	EA	\$843.18	\$5,059.08		\$672.54	\$655.00	\$655.00	\$3,930.00	\$700.00	\$4,200.00			\$4,200.00
3	Gordonia lasianthus/ Loblolly Bay/ 10' H/2' DIA/ Cont.	19	EA	\$1,005.15	\$19,097.85		\$792.54	\$1,290.00	\$1,290.00	\$24,510.00	\$1,000.00	\$19,000.00			\$19,000.00
4	Sassafras Albudum/ Sassafras/ 10' H/2' DIA/ Cont.	6	EA	\$1,167.12	\$7,002.72		\$522.54	\$1,090.00	\$1,090.00	\$6,540.00	\$1,100.00	\$6,600.00			\$6,600.00
5	Juniperus Sibirica/ Red Cedar/ 10' H/2' DIA/ Cont.	25	EA	\$675.57	\$16,889.25		\$717.54	\$495.00	\$495.00	\$12,375.00	\$600.00	\$20,000.00			\$20,000.00
6	Ilex Opacal American Holly/ 10' H/2' DIA/ Cont.	26	EA	\$1,005.15	\$26,133.90		\$1,047.54	\$1,430.00	\$1,430.00	\$37,190.00	\$1,000.00	\$26,000.00			\$26,000.00
7	Sassafras Albudum/ Sassafras/ 6' H/1' DIA/ Cont.	6	EA	\$551.53	\$3,309.78		\$372.54	\$1,090.00	\$1,090.00	\$6,540.00	\$500.00	\$3,000.00			\$3,000.00
Other															
1	MULCH Longleaf Pine Straw - 3" deep	30,000	SF	\$0.19	\$5,700.00		\$0.37	\$11,100.00	\$0.35	\$10,500.00	\$0.20	\$6,000.00			\$6,000.00
					\$104,828.41		\$100,641.78			\$127,985.00				\$101,900.00	
B. MAINTENANCE															
1	Year Maintenance & Watering (Landscape)	1	YR	\$42,910.96	\$42,910.96		\$8,700.00	\$35,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00			\$30,000.00
					\$42,910.96		\$8,700.00			\$35,000.00				\$30,000.00	
					\$147,739.37		\$109,341.78			\$162,985.00				\$131,900.00	
ALTERNATE MAINTENANCE															
1	Year 2 Maintenance	1	YR	\$30,888.00	\$30,888.00		\$8,700.00	\$23,000.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00			\$25,000.00
2	Year 3 Maintenance	1	YR	\$27,612.00	\$27,612.00		\$8,700.00	\$23,000.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00			\$20,000.00
					\$58,500.00		\$17,400.00			\$46,000.00				\$45,000.00	
					\$173,276.50		\$106,208.32			\$200,096.25				\$63,619.63	
					\$85,500.00		\$17,400.00			\$50,000.00				\$20,000.00	
					\$81,000.00		\$17,400.00			\$42,000.00				\$45,000.00	
					\$58,500.00		\$17,400.00			\$162,985.00				\$131,900.00	
					\$225,000.00		\$334,751.50			\$556,496.25				\$377,519.63	

* DENOTES MATH ERROR

SCHEDULE A TOTAL	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE	BASE SCHEDULE	ADDITIONAL MAINTENANCE
\$85,500.00	\$17,400.00	\$106,208.32	\$17,400.00	\$123,608.32	\$50,000.00	\$200,096.25	\$20,000.00
\$81,000.00	\$17,400.00	\$119,201.40	\$17,400.00	\$136,601.40	\$42,000.00	\$193,415.00	\$45,000.00
\$58,500.00	\$17,400.00	\$109,341.78	\$17,400.00	\$126,741.78	\$46,000.00	\$162,985.00	\$45,000.00
\$225,000.00	\$52,200.00	\$334,751.50	\$52,200.00	\$386,951.50	\$138,000.00	\$556,496.25	\$110,000.00

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

TALBER BRIGHT & ELLINGTON, INC. 10/23/2016 DATE

CONTRACT

This AGREEMENT, made and entered into this ____ day of _____ 2018, by and between **BEAUFORT COUNTY**, hereinafter called the OWNER, and **KOLCUN TREE CARE, LLC**, hereinafter called the CONTRACTOR.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the OWNER, for the construction of work performed, agrees that:

1. Scope of Work:

The Contractor shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

**OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA**

Specifications and Contract Documents:

- a. Project Plans prepared by Talbert, Bright & Ellington, Inc. and JK Tiller Associates, Inc., dated June 2018
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal Accepted as modified in the amount of \$386,951.50 (Schedule A plus Year 2 and Year 3 Alternate Maintenance Items, Schedule B plus Year 2 and Year 3 Alternate Maintenance Items, and Schedule C plus Year 2 and Year 3 Alternate Maintenance Items)
- g. Performance and Payment Bond
- h. Addendum No. 1 was issued on October 9, 2018
Addendum No. 2 was issued on October 15, 2018
Addendum No. 3 was issued on October 19, 2018
Addendum No. 4 was issued on _____

i. Contract Modifications

ORIGINAL PROPOSAL: \$ 386,951.50

TOTAL ADDITIONS: \$ 0

TOTAL DEDUCTIONS: \$ 0

CURRENT CONTRACT AMOUNT: \$ 386,951.50

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.
2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.
3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided below and in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
4. The OWNER will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) days after receipt of a correct payment request. An amount equal to ten percent (10%) of the total amount due on the estimate will be deducted and retained by the OWNER until 50% of the work has been satisfactorily completed. If performance after 50% is unsatisfactory, retainage up to five percent (5%) may be reinstated. After the work is started, payment will be made on ninety percent (90%) of the value of materials on hand stored on the project site or in a bonded warehouse. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars (\$1,000.00) or less. Complete pay requests must include a notarized Sales Tax Report, a Recommendation for Payment form, and DBE Documentation for Contract Payments, if applicable.
5. Upon submission by the Contractor of evidence satisfactory to the OWNER that all payrolls, materials bills and other costs incurred by the first party in connection with the construction shall be made within 30 days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the OWNER.

6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

Remainder of this page is left blank intentionally.

SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the County, acting through its County Council has caused this contract to be executed in the name Beaufort County by its County Administrator, and approved by the County Attorney of said County, and the Corporate Seal of Beaufort County to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR:

ATTEST:

Kolcun Tree Care, LLC
(Name of Corporation)

Signature and Title Date
(Must be President or Vice President)

Signature and Title Date
(Must be Secretary or Assistant Secretary)

(CORPORATE SEAL)

OWNER:
Beaufort County

ATTEST:

By: _____
County Administrator Date

Title, Attest Date

The foregoing Contract Agreement is in correct form according to law and is hereby approved:

Attorney for Beaufort County Date

(COUNTY SEAL)

Executed in triplicate.

PERFORMANCE BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

**KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910**

As Principal, hereinafter called Contractor, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

**BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453**

Hereinafter called OWNER, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents (\$334,751.50) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement, dated _____, 2018 entered into a Contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201**

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Surety Principal

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount Minus Year 2 and Year 3 Alternate Maintenance Items

KNOW ALL MEN BY THESE PRESENT: that

**KOLCUN TREE CARE, LLC
41 ULMER ROAD
BLUFFTON, SOUTH CAROLINA 29910**

As Principal, hereinafter called Principal, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

**BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453**

As Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein below defined, in the amount of Three Hundred Thirty-Four Thousand, Seven Hundred Fifty-One Dollars and Fifty Cents (\$334,751.50) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Principal has by written agreement dated _____, 2018 entered into a contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

**TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201**

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably

required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of

mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number



County Council of Beaufort County
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, South Carolina 29925
Phone: (843) 255-2942 Fax: (843) 255-9424
www.hiltonheadairport.com



TO: Chairman, Beaufort County Finance Committee
FROM: Harold Wallace, Beaufort County Airports Board Chair *HBW*
SUBJ: Beaufort County Airports Board Recommendations to Finance
DATE: 28 November 2018

BACKGROUND. On November 14, 2018, the Beaufort County Airports Board reviewed the following items:

- Bid Summary and Contract Award Recommendation - Off Airport Tree Removal Mitigation & Summit Drive Mitigation - Hilton Head Island Airport

Although the board did not take official action on this item because it was not yet formally approved by the project manager, the board was fully briefed by the Airports Director and is in favor of awarding the contract as presented.

cc: John Weaver, Interim County Administrator
Colin Kinton, Director Transportation Engineering
Jon Rembold, Airports Director