



The Town of Hilton Head Island
Regular Board of Zoning Appeals Meeting
Monday, October 25, 2010
2:30 p.m. Benjamin M. Racusin Council Chambers
AGENDA

As a Courtesy to Others Please Turn Off All Cell Phones and Pagers during the Meeting.

1. CALL TO ORDER

2. ROLL CALL

3. FREEDOM OF INFORMATION ACT COMPLIANCE

Public notification of the Board of Zoning Appeals meeting has been published, posted and mailed in compliance with the Freedom of Information Act and the requirements of the Town of Hilton Head Island Land Management Ordinance.

4. WIRELESS TELEPHONE USAGE

Please turn off all wireless telephones so as not to interrupt the meeting.

5. WELCOME AND INTRODUCTION TO BOARD PROCEDURES

6. APPROVAL OF AGENDA

7. APPROVAL OF MINUTES – September 27, 2010 Meeting

8. UNFINISHED BUSINESS

PUBLIC HEARING

APL100007: Request for Appeal from Chester C. Williams on behalf of Ephesian Ventures, LLC. The Community Development Department issued a letter stating revocation proceedings will not be pursued for a notice of action, approving a tabby walkway and brick areas at Edgewater on Broad Creek. The appellant contends that the Community Development Department erred in its decision and is requesting that town staff be directed to institute proceedings to revoke the notice of action.

Presented by: Nicole Dixon

9. NEW BUSINESS

PUBLIC HEARING

APL100010: Request for Appeal from Chester C. Williams on behalf of Ephesian Ventures, LLC. The Community Development Department issued a letter stating that an appeal application filed by the appellant should not be heard by the Planning Commission since the subject of the appeal was an administrative determination. The appellant contends that the Community Development Department erred in its decision and is requesting that town staff be directed to accept the previously submitted appeal to the Planning Commission.

Presented by: Nicole Dixon

PUBLIC HEARING

APL100011: Request for Appeal from Chester C. Williams on behalf of St. James Baptist Church. The Community Development Department issued a letter stating that the Tree Approval Application submitted by Beaufort County for the Hilton Head Island Airport was considered complete. The appellant contends that the Community Development Department erred in its decision and is requesting that tree application be deemed incomplete.

Presented By: Anne Cyran

- 10. BOARD BUSINESS**
Adoption of revised Rules of Procedure
- 11. STAFF REPORT**
Waiver Report
- 12. ADJOURNMENT**

THE TOWN OF HILTON HEAD ISLAND
Board of Zoning Appeals
Minutes of the Monday, September 27, 2010 Meeting
2:30pm – Benjamin M. Racusin Council Chambers

DRAFT

Board Members Present: Chairman Roger DeCaigny, Vice Chairman Peter Kristian, Michael Lawrence, Stephen Murphy, Bob Sharp and Jack Qualey

Board Members Absent: Alan Brenner

Council Members Present: None

Town Staff Present: Jayme Lopko, Senior Planner & BZA Board Coordinator
Nicole Dixon, Senior Planner
Heather Colin, Development Review Administrator
Teri Lewis, LMO Official; Brian Hulbert, Board Attorney
Kathleen Carlin, Board Secretary

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF THE AGENDA

Vice Chairman Kristian made a **motion** to **approve** the agenda as presented. Mr. Sharp **seconded** the motion and the motion **passed** with a vote of 5-0-0.

4. APPROVAL OF THE MINUTES

Vice Chairman Kristian made a **motion** to **approve** the minutes of the July 26, 2010 meeting as presented. Mr. Sharp **seconded** the motion and the motion **passed** with a vote of 5-0-0.

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS
PUBLIC HEARING

APL100007: Request for Appeal from Chester C. Williams on behalf of Ephesian Ventures, LLC. The Community Development Department issued a letter stating revocation proceedings will not be pursued for a notice of action, approving a tabby walkway and brick areas at Edgewater on Broad Creek. The appellant contends that the Community Development Department erred in its decision and is requesting that town staff be directed to institute proceedings to revoke the notice of action.

Chairman DeCaigny stated that review of this application is postponed to the October 25, 2010 meeting.

PUBLIC HEARING

SER100002: Request for Special Exception for a bar in the Stony Mixed Use (SMU) Zoning District. Mr. Randal R. Smith of Kool Runnins Bar & Lounge LLC is proposing to operate a bar in an existing building at Fairfield Square. The property is located at 160 William Hilton Parkway and is further identified as Parcel #72A on Beaufort County Tax Map #7, and is owned by the JMC Holding LLC.

Ms. Nicole Dixon made the presentation on behalf of staff. Based on the Findings of Fact and Conclusions of Law, the LMO Official has determined that this request for special exception should be granted to the applicant for the proposed bar business in the SMU zoning district. The application is in conformance with the Comprehensive Plan and the Land Management Ordinance.

Ms. Dixon stated that the applicant wishes to operate a bar in the vacant building at Fairfield Square. The existing building used to be a barber shop and is no longer in business. The subject property is located at 160 William Hilton Parkway in the SMU zoning district and is considered a shopping center with existing commercial establishments. The parcel is surrounded by a Town owned park to the north, residential use to the west, vacant property to the south, and a medical office to the east.

Mr. Randal Smith is requesting a special exception for a bar use in the SMU zoning district per the requirements of LMO Section 16-4-1104, Use Table. The applicant states in his narrative that the bar will be operating in an existing vacant building. The applicant is not proposing to make any external changes to the building, the property, or to any natural resources on site. Because the property is already commercially developed, the applicant believes the proposed use is compatible with the surrounding uses. The applicant states that he will provide outside security to ensure there will be no outside loud noise, disturbances, or nuisances to the surrounding properties and businesses.

Ms. Dixon presented a visual review of the vicinity map and the site plan. The staff reviewed the required criteria, the Summary of Facts and Conclusions of Law. At the completion of staff's presentation, Chairman DeCaigny requested that the applicant make his presentation.

The applicant, Mr. Randal Smith, business owner, presented statements in support of the application. The applicant and the Board discussed several issues including hours of operation and security measures. At the completion of the applicant's presentation, Chairman DeCaigny requested public comments.

Citizen, Mr. Kenneth James, presented statements in opposition to the application due to its close proximity to his home and neighborhood. The Board discussed the use, the parking conditions, and concerns with noise. As part of this discussion, Chairman DeCaigny asked if a condition could be attached to the Board's approval of the application. The condition would be that no additions would be permitted to the building.

In response to this question, Mrs. Jayme Lopko stated that any conditions attached to an approval should be limited to those contained in the Land Management Ordinance. Brian Hulbert, Esq., agreed with these comments.

Mr. Juan Campos, property owner, presented statements in support of the application. The Board and Mr. Campos discussed the use of the property. At the completion of the Board's discussion, Chairman DeCaigny requested that a motion be made.

Mr. Lawrence made a **motion** to **approve** Special Exception Application, SER100002, based on its compliance with required criteria, and the Findings of Fact and Conclusions of Law stated in the staff report. Vice Chairman Kristian **seconded** the motion and the motion **passed** with a vote of 5-0-0.

7. BOARD BUSINESS

None

8. STAFF REPORT

1. Mrs. Lopko presented the Waiver Report.
2. Mrs. Lopko presented several changes to Rules of Procedure. The Board and the staff reviewed the proposed changes. The Board will vote on the proposed changes to the Rules of Procedure at the October 25, 2010 meeting.

(Chester C. Williams, Esq., presented public comments in opposition to the proposed changes to the Rules of Procedure).

Mr. Jack Qualey arrived at 2:55p.m.

3. Mrs. Lopko presented the Board's Schedule of Meetings for 2011. Vice Chairman Kristian made a **motion** that the 2011 Schedule of Meetings be approved as presented. Mr. Qualey **seconded** the motion and the motion **passed** 6-0-0
4. Mrs. Lopko reported that Ms. Nicole Dixon will be assuming the responsibilities of Staff Coordinator for the Board of Zoning Appeals effective today. Mrs. Lopko stated that she is transferring to the department's Comprehensive Planning Division. The Board congratulated Mrs. Lopko on her new position and thanked her for her service to the Board of Zoning Appeals.

9. ADJOURNMENT

The meeting was adjourned at 3:00pm.

Submitted By:

Approved By:

Kathleen Carlin
Board Secretary

Roger DeCaigny
Chairman



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Nicole Dixon, *Senior Planner and Board Coordinator*
VIA: Teri B. Lewis, *AICP, LMO Official*
DATE: October 11, 2010
SUBJECT: APL100007 - Edgewater

Staff has received an appeal from Chester C. Williams on behalf of Ephesian Ventures, LLC, regarding the July 28, 2010 letter stating the Town of Hilton Head Island will not take steps to revoke a Notice of Action for XDPR100013, which permits a tabby walkway and brick areas at Edgewater on Broad Creek.

The appellant is appealing this decision and asking that the Board reverse the decision of the LMO Official and find that the Notice of Action should be revoked. The record as attached consists of the following documents: Appeal Application, Appellant's Narrative titled Attachment 1, Determination Letter titled Exhibit A, XDPR100013 File and Notice of Action titled Exhibits B & C, Deed Information titled Exhibit D, and Other Letters from the Town and Appellant titled Exhibits E-J. We reserve the right to submit additional items in connection with this appeal.

If you have any questions, feel free to contact Nicole Dixon at 341-4686 or nicoled@hiltonheadislandsc.gov.



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email Firm@CCWLaw.net

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

August 9, 2010

HAND DELIVERED
and
VIA EMAIL TO TeriL@HiltonHeadIslandSC.gov

Teri B. Lewis, AICP
LMO Official
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RE: Appeal of Administrative Determination Regarding Revocation of
Notice of Action on Expedited Development Plan Review
Application No. XDPR100013 – Our File No. 01505-005

Dear Teri:

We are pleased to deliver to you herewith for filing with the Town's Board of Zoning Appeals our appeal on behalf of our client, Ephesian Ventures, LLC, regarding the administrative determination made in your July 28, 2010 letter to us. Also enclosed is our check for \$100.00 payable to the Town for the required filing fee for this appeal.

By way of his copy of this letter, we advise Roger A. DeCaigny, the Chairman of the Board of Zoning Appeals, of our filing of this appeal to the Board of Zoning Appeals on behalf of Ephesian Ventures, LLC.

Because Edgewater on Broad Creek Owners' Association, Inc. is the permittee under Expedited Development Plan Review Application No. XDPR100013, it may be a necessary party to this appeal. By way of his copy of this letter, we serve a copy of our appeal on Michael W. Mogil, Esq., the attorney for Broad Creek Owners' Association, Inc.

Please let us know if you, your staff, or the Board of Zoning Appeals require any further information from or on behalf of our client with respect to this appeal or the enclosed motion.



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

Teri B. Lewis, AICP
August 9, 2010
Page 2

With best regards, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt

Enclosures

cc: Mr. Roger A. DeCaigny
Michael W. Mogil, Esquire
Gregory M. Alford, Esquire



Town of Hilton Head Island
 Community Development Department
 One Town Center Court
 Hilton Head Island, SC 29928
 Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY	
Date Received:	_____
Accepted by:	_____
App. #: APL	_____
Meeting Date:	_____

Applicant/Agent Name: Epehsian Ventures, LLC Company: Chester C. Williams, Attorney for the Applicant
 Mailing Address: Post Office Box 6028 City: Hilton Head island State: SC Zip: 29938
 Telephone: 843-842-5411 Fax: 843-842-5412 E-mail: Firm@CCWLaw.net

APPEAL (APL) SUBMITTAL REQUIREMENTS

- Digital Submissions may be accepted via e-mail by calling 843-341-4757.** The following items must be attached in order for this application to be complete:
- A detailed narrative stating the Town Official or Body the made the decision, the date of the decision you are appealing, the decision you are appealing, the basis for your right to appeal, the grounds of the appeal, and citing any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the Board of Zoning Appeals. See Attachment 1
 - Any other documentation used to support the facts surrounding the decision. See Attachment 1
 - Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island.

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature:  Date: August 9, 2010
 Chester C. Williams, Attorney for the Applicant

B. Lewis, AICP, the LMO Official for the Town of Hilton Head Island (the “Town”), to the undersigned Chester C. Williams dated July 26, 2010 (the “07/26/10 Letter”)¹ by which Mrs. Lewis has declined to institute revocation proceedings for the Notice of Action dated April 15, 2010 (the “Notice of Action”) on Expedited Development Plan Review Application No. XDPR100013 (the “XDPR Application”)² filed on April 12, 2010 on behalf of Edgewater on Broad Creek, HPR (the “Edgewater HOA”). The Notice of Action³ purports to permit the construction of a tabby pathway on property which is subject to restrictive covenants and easements and other rights held by Ephesian. This Narrative is submitted to the Town as part of this Appeal, for inclusion in the record of this Appeal, and for review by the Town’s Board of Zoning Appeals (the “BZA”).

Ephesian owns a 16.01 acre tract adjacent to the property of Edgewater on Broad Creek Horizontal Property Regime (the “Regime”). The Regime was created by the recording of the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase I) on December 31, 2002 in Beaufort County Record Book 1689 at Page 574 (the “Master Deed”).⁴ The Master Deed submitted 7.64 acres of the Edgewater on Broad Creek property (the “Regime Property”) to the provisions of the South Carolina Horizontal Property Act, Section 27-31-10, *et seq.* of the Code of Laws of South Carolina (1976), as amended (the “SC Code”). Ephesian is the owner of property at Edgewater on Broad Creek (the “16.01 Acre Tract”) not included in the Regime Property.

¹ A copy of the 07/26/10 Letter is attached to this Narrative as Exhibit A.

² A copy of the XDPR Application is attached to this Narrative as Exhibit B.

³ A copy of the Notice of Action is attached to this Narrative as Exhibit C.

⁴ The Master Deed as recorded, including all exhibits, is 91 pages. Ephesian has previously provided copies of the Master Deed to the Town Staff. Because of the size of the document, a copy of the Master Deed is not attached to this Narrative as an exhibit; however, Ephesian will have a copy of the Master Deed available at the hearing of this Appeal, and will readily provide a copy to any member of the BZA upon request.



Ephesian acquired the 16.01 Acre Tract by way of that certain deed from the Trustee in Bankruptcy for Broad Creek Edgewater, LP recorded on July 7, 2008 in Beaufort County Record Book 2742 at Page 2049.⁵ Ephesian's deed also conveys to Ephesian the rights of the Declarant under the Master Deed and numerous reserved easements and other interests in the Regime Property, as more fully discussed below.

The Regime Property is designated as Beaufort County tax parcel R510-011-000-0177-0000, and the 16.01 Acre Tract is designated as Beaufort County tax parcel R510-011-000-0004-0000.

This Appeal seeks to reverse the decision of the LMO Official to refuse to institute revocation proceedings under Section 16-63-301(C) of the Town's Land Management Ordinance (the "LMO") regarding the Notice of Action. The 07/26/10 Letter says that the administrative determination contained therein may be appealed to the BZA.

III. BACKGROUND

On or about April 9, 2010, the Edgewater HOA started site work and construction of a tabby pathway on a portion of the Regime Property, without seeking the consent of Ephesian for such work. That same day, Nicole Dixon, Planner for the Town, on behalf of the Town, ordered that such site work and construction activities cease until the proposed work was properly permitted by the Town. Ephesian believes that, as a result of the Town's stop work order, the XDPR Application was filed with the Town on April 12, 2010.

By way of a letter to Ms. Dixon on April 15, 2010, the undersigned, on behalf of Ephesian, asked that Ms. Dixon provide Ephesian with notice of the filing of the XDPR Application, specifically for the purpose of reviewing the XDPR Application for compliance with applicable restrictive covenants.⁶

⁵ A copy of Ephesian's deed is attached to this Narrative as Exhibit D.

⁶ A copy of the April 15, 2010 letter to Ms. Dixon is attached to this Narrative as Exhibit E.



However, Ephesian was not advised by Ms. Dixon of the filing of the XDPR Application until the undersigned received an email from Ms. Dixon on April 20, 2010,⁷ in which Ms. Dixon advised the undersigned of the issuance of the Notice of Action. The undersigned and Ephesian did not receive copies of the XDPR Application and the Notice of Action until they were obtained from a review of the Town's file on the XDPR Application on April 26, 2010.

By way of a letter to Teri B. Lewis, AICP, the Town's LMO Official, on April 28, 2010, Ephesian, through the undersigned, notified the Town that the XDPR Application contained factual inaccuracies and was improperly issued.⁸ That letter identified Ephesian as the holder of the rights of the Declarant (the "Declarant Rights") under the Master Deed by way of the Ephesian Deed, advised Mrs. Lewis and the Town of certain rights reserved under the Master Deed to the Declarant and held by Ephesian, further advised Mrs. Lewis and the Town of restrictive covenants contained in the Master Deed that are applicable to the Regime Tract, and informed the Town that the restrictive covenants applicable to the Regime Tract are contrary to, conflict with, or prohibit the activity permitted by the XDPR Application and the Notice of Action.

On April 30, 2010, in her letter to IMC Resort Services, Inc., the Edgewater HOA's agent on the XDPR Application,⁹ Mrs. Lewis, rescinded the Notice of Action, stating:

The Notice of Action has been rescinded and the project denied based on discovery that misinformation was provided by you as part of the application. After further review by the Town's attorney, the proposed project is in violation of the Master Deed

⁷ A copy of the April 20, 2010 email from Ms. Dixon is attached to this Narrative as Exhibit F.

⁸ A copy of the April 28, 2010 letter to Ms. Lewis (without the two enclosures, which are the Master Deed and Ephesian's deed) is attached to this Narrative as Exhibit G.

⁹ A copy of Mrs. Lewis' April 30, 2010 letter to IMC Resort Services, Inc. is attached to this Narrative as Exhibit H.



Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase 1). According to information contained in the deed, Ephesian retains all rights that went with the property transfer as part of the bankruptcy. South Carolina Code of Laws (Section 6-29-1145(B)(3)) prohibits the issuance of permits and approvals if they are contrary to the restrictive covenants. Therefore, prior to the review of any subsequent applications, you must receive written approval from Ephesian based on requirements in the recorded covenants and submit it as part of your applications. (Emphasis added.)

On May 19, 2010, the Edgewater HOA filed an appeal of the rescission of the Notice of Action; however, on June 25, 2010 Mrs. Lewis advised the Edgewater HOA by her letter of that date that her rescission of the Notice of Action was improper under LMO Section 16-3-310(C), and that the rescission of the Notice of Action would be held in abeyance.¹⁰ Based on Mrs. Lewis' withdrawal of her rescission of the Notice of Action, the Edgewater HOA's appeal was rendered moot, and the Notice of Action is still effective.

By way of a letter dated July 8, 2010, the undersigned, on behalf of Ephesian, requested that Mrs. Lewis, as the LMO Official, institute revocation proceedings regarding the Notice of Action under LMO Section 16-3-301(C) on the basis that the XDPR Application contained a material misrepresentation by the landowner or its agent.¹¹ Thereafter, Mrs. Lewis declined to institute the requested revocation proceedings in the 07/26/10 letter.

Ephesian alleges that Mrs. Lewis, as the LMO Official, has a duty to enforce the provisions of the LMO, and that duty imposes on her an obligation to institute revocation proceedings regarding the Notice of Action if, in fact, she believes the XDPR Application contains misinformation that is a material misrepresentation by the landowner or its agent. To that end, Ephesian now

¹⁰ A copy of Mrs. Lewis' June 25, 2010 letter to IMC Resort Services, Inc. is attached to this Narrative as Exhibit I.

¹¹ A copy of the July 8, 2010 letter from the undersigned to Mrs. Lewis is attached to this Narrative as Exhibit J.



seeks an order of the BZA directing Mrs. Lewis to institute the requested revocation proceedings.

IV. APPEALS OF ADMINISTRATIVE DECISIONS

Under applicable state law, Section 6-29-340(B) of the Code of Laws of South Carolina (1976), as amended (the “SC Code”), which is part of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “State Enabling Act”), charges the Planning Commission with the power and duty to, among other things, prepare and recommend for adoption to the Town Council regulations for the subdivision or development of land, and appropriate revisions thereof, and “to oversee the administration of the regulations that may be adopted [by the Town] as provided in [the State Enabling Act]”. Section 6-29-800(A)(1) of the State Enabling Act grants the BZA the power “to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the [Town’s] zoning ordinance”; and SC Code Section 6-29-800(B) provides that appeals to the BZA may be taken by any person aggrieved.

Notwithstanding the fact that the 07/26/10 Letter says that the administrative determination contained therein may be appealed to the BZA, Ephesian believes that the Town’s Planning Commission, and not the BZA, may have jurisdiction to hear some, if not all, of the issues raised in this Appeal.

V. THE XDPR APPLICATION

A review of the Town’s file on the XDPR Application clearly indicates that the XDPR Application was incomplete when filed and when the Notice of Action was issued.

More importantly, the XDPR Application represents that there are no recorded private covenants and/or restrictions that are contrary to, conflict with, or prohibit the proposed request. As noted in the April 28, 2010 letter to



Mrs. Lewis, and as confirmed in Mrs. Lewis' April 30, 2010 letter, the representation made on behalf of the Association in the XDPR Application regarding recorded private covenants and/or restrictions is clearly factually inaccurate. Specifically, Mrs. Lewis said in her letter that "... misinformation was provided by you [the Edgewater HOA's agent] as part of the application."

VI. THE NOTICE OF ACTION

As mentioned above, the XDPR Application was submitted in response to Ms. Dixon's order to cease work on the tabby walkway that was under construction by the Edgewater HOA.

Ephesian notes for the record that it has neither consented to nor approved of the filing of the XDPR Application as it relates to Ephesian's interests in the Regime Property. Ephesian also notes for the record that it categorically has not, and does not, consent to any work on the Regime Property that may have an adverse impact on its interests in the Regime Property, including the work purportedly permitted by the Notice of Action, absent specific written approval from Ephesian.

Ephesian asserts that Notice of Action was wrongfully and improperly issued by the Town to the Edgewater HOA because of, among other things, the misinformation contained in the XDPR Application.

Ephesian further asserts that if the misinformation contained in the XDPR Application is a material misrepresentation by the Edgewater HOA or its agent, then Mrs. Lewis has an obligation to seek to revoke the Notice of Action; however, Mrs. Lewis has declined to do so. Ephesian, whose rights have been violated by the work authorized by the Notice of Action, is clearly aggrieved by Mrs. Lewis' refusal to revoke the Notice of Action, and therefore has filed this Appeal to the BZA.



VII. STANDING

Ephesian has standing to file this Appeal to the BZA because the 07/26/10 Letter says it is appealable to the BZA. In addition, because Ephesian holds easements and other rights in and to the Regime Property, including the Declarant Rights, under applicable restrictive covenants contained in the Master Deed, Ephesian has standing to file this Appeal to the BZA under Section 6-29-760(C) of the State Enabling Act; and Ephesian also has standing to file this Appeal under LMO Section 16-3-2001.¹²

VIII. NECESSARY PARTY

The Edgewater HOA, as the permittee under the Notice of Action, may be a necessary party to this Appeal. Accordingly, Ephesian asks that the Edgewater HOA receive notice of all matters and hearings associated with this Appeal.¹³

IX. GROUNDS FOR APPEAL

Ephesian alleges that Mrs. Lewis, as the LMO Administrator, has a duty and obligation to institute revocation proceedings regarding the Notice of Action under LMO Section 16-3-310(C) if she believes the XDPR Application contains a material misrepresentation by the Edgewater HOA or its agent.

¹² LMO Section 16-3-2001 seems to indicate that an appeal of a decision, interpretation, or determination of the LMO Administrator lies to the Board of Zoning Appeals; however, because this Appeal is centered on the Notice of Action on the XDPR Application, which is clearly part of the land development regulations of the LMO, out of an abundance of caution, Ephesian has also filed a similar appeal to the Planning Commission.

¹³ See *Spanish Wells Property Owners Association, Inc. v. Board of Adjustment of the Town of Hilton Head Island*, 367 S.E.2d 160 (SC 1988), a copy of which is attached to this Narrative as Exhibit K.



X. EPHESIAN’S ARGUMENTS FOR APPEAL

A. MATERIAL MISREPRESENTATION IN THE XDPR APPLICATION

Ephesian owns property that is adjacent to the Regime Tract, and holds easements and other rights, including the Declarant Rights, over the Regime Tract pursuant to the recorded private covenants and restrictions contained in the Master Deed.

The XDPR Application represents that there are no “recorded private covenants and/or restrictions that are contrary to, conflict with, or prohibit the proposed request”. Based on the covenants and restrictions contained in the Master Deed and the easements and other rights in and to the Regime Property now held by Ephesian under the Master Deed, Ephesian submits that this representation is factually inaccurate.¹⁴

The Town, through Mrs. Lewis, as the LMO Official, and the Town Attorney, Gregory M. Alford, Esq., is already on the record as agreeing with Ephesian that the XDPR Application contained “misinformation” regarding applicable restrictive covenants, that the project proposed by the XDPR Application “is in violation of the Master Deed”, and that “Ephesian retains all rights that went with the property transfer as part of the bankruptcy.” Specifically, in her April 30, 2010 letter to IMC Resort Services, Inc., the agent for the Edgewater HOA on the XDPR Application, Mrs. Lewis stated:

The Notice of Action has been rescinded and the project denied based on discovery that misinformation was provided by you as part of the application. After further review by the Town’s attorney, the proposed project is in violation of the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase 1).” (Emphasis added.)

¹⁴ Ephesian has no reason to believe that this factual inaccuracy in the XDPR Application was an intentional misrepresentation by or on behalf of the Edgewater HOA; instead, Ephesian assumes this factual inaccuracy was a mistake on the part of the Edgewater HOA.



Clearly, that letter evidences a determination by Mrs. Lewis, as the LMO Official, and Gregory M. Alford, Esq., the Town Attorney, that the XDPR Application contains misinformation that is a material misrepresentation.

Section 6-29-1145(B)(3) of the Code of Laws of South Carolina (1976), as amended, prohibits the Town from issuing any permit if the Town has knowledge from any source of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity. Based on the determinations made by Mrs. Lewis, as the LMO Official, and the Town Attorney as set forth in Mrs. Lewis' April 30, 2010 letter, it is readily apparent that the XDPR Application would not, and could not, have been approved by the Town but for the material misrepresentation in the XDPR Application.

Under LMO Section 16-8-103(A), Mrs. Lewis, as the LMO Official and the Administrator of the LMO, has responsibility for enforcement of the LMO; and under LMO Section 16-8-103(C)(2), Mrs. Lewis has a duty to take whatever action is necessary to assure compliance with the provisions of the LMO. Based upon the specific determinations made in her April 30, 2010 letter, after review by the Town Attorney, that misinformation was provided to the Town as part of the XDPR Application and that the project proposed by the XDPR Application is in violation of the Master Deed, it is incumbent upon Mrs. Lewis to institute revocation proceedings regarding the Notice of Action under LMO Section 16-3-310(C), as a material misrepresentation in an application is a clear basis for revocation of a permit.

Ephesian submits that Mrs. Lewis and her staff cannot sit idly by and take no action in such circumstances, particularly when she and the Town Attorney have already made determinations which are conclusive to the issues.

Because the XDPR Application contains a material misrepresentation by the Edgewater HOA or its agent, under LMO Sections 16-8-103(A) and 16-8-103(C)(2), Mrs. Lewis has a duty and obligation to enforce the provisions of, and to assure compliance with, the LMO, and should therefore proceed to institute revocation proceedings regarding the Notice of Action under LMO



Section 16-3-310(C), and the BZA, pursuant to its appeal jurisdiction, should order her to do so.

B. CONSTITUTIONAL ISSUES

Ephesian further believes that Mrs. Lewis' refusal to institute revocation proceedings regarding the Notice of Action under LMO Section 16-3-310(C) is wrong because the work purportedly permitted by the Notice of Action has a material detrimental effect on protected property rights and interests of Ephesian in the Regime Property, without having afforded Ephesian the right to notice and an opportunity to be heard in the XDPR Application process, in violation of the equal protection and due process clauses of the United States Constitution and South Carolina Constitution. Mrs. Lewis' refusal to properly revoke the Notice of Action is arbitrary and capricious, in derogation of Ephesian's protected property interests, and without a reasonable basis or justification in law or fact, for the reasons specified above.

XI. CONCLUSION

Because the Notice of Action is based on the incomplete and factually inaccurate XDPR Application, which contains a material misrepresentation by the Edgewater HOA or its agent, and because the Edgewater HOA did not obtain Ephesian's consent before the project permitted by the Notice of Action was undertaken, the Notice of Action should be revoked, and Mrs. Lewis should be directed to institute revocation proceedings under LMO Section 16-3-310(C). Accordingly, Ephesian asks that the BZA (a) consider the issues raised in this Appeal and the pertinent provisions of the State Enabling Act, the LMO, and other applicable law, (b) find that the Notice of Action should be revoked under LMO Section 16-3-310(C), and (c) reverse the decision of the LMO Official to refuse to institute revocation proceedings regarding the Notice of Action.

Ephesian reserves the right to submit additional materials, documents, and information to the BZA in connection with this Appeal.



Respectfully submitted on behalf of Ephesian Ventures, LLC this 9th day of August, 2010.



Chester C. Williams, Esquire
Law Office of Chester C. Williams, LLC
17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
843-842-5411
843-842-5412 (fax)
Firm@CCWLaw.net



TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4757 Fax (843) 842-7228
<http://www.hiltonheadislandsc.gov>

VIA E-MAIL

July 26, 2010

Mr. Chester C. Williams
17 Executive Park Road, Suite 2
PO Box 6028
Hilton Head Island, SC 29938-6028

Dear Chet:

This letter is in reference to your correspondence dated July 8, 2010 regarding XDPR100013 [the tabby sidewalk at Edgewater on Broad Creek]. Your letter requests that I, acting in my capacity as the LMO [Land Management Ordinance] Official for the Town, revoke the Notice of Action issued for XDPR100013 on the grounds that misinformation was provided as part of the application. As I stated in my June 25, 2010 letter to Mr. Bucko [property manager for Edgewater at Broad Creek] at this time, staff is holding the revocation of the Notice of Action for XDPR100013 in abeyance until such time that Edgewater and Ephesian have resolved the covenant dispute. You were copied on this letter. Staff has not changed their position on this issue and therefore at this time I do not intend to take steps to initiate revocation proceedings under LMO Section 16-3-310(C).

Please be aware that per Town Land Management Ordinance (LMO) Section 16-3-2001 should you disagree with this administrative determination you may appeal to the Town's Board of Zoning Appeals (BZA) within 14 calendar days of the receipt of the above decision.

Sincerely,



Teri B. Lewis
LMO Official

cc: Gregory M. Alford
Stephen G. Riley
Charles F. Cousins
Michael Mogil

**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
MASTER APPLICATION FORM**

Exhibit B (4 Pages)

ONE TOWN CENTER COURT • HILTON HEAD ISLAND, SC 29928 • 843-341-4757 • FAX 843-842-8908

Please TYPE or PRINT legibly

NAME OF DEVELOPMENT or BUSINESS EDGEWATER ON BROADCREEK, HPR

STREET ADDRESS 50 VERBENA LANE HHI SC 29926

ZONING DISTRICT _____ OVERLAY DISTRICT _____

TAX DISTRICT _____ MAP _____ PARCEL (S) _____

LAND OWNER _____ APPLICANT _____ AGENT _____

EDGEWATER ON BROADCREEK, HPR EDGEWATER ON BROADCREEK, HPR IMC RESORT SERVICES, INC.

NAME N/A ← SAME SAME

COMPANY ← SAME ← SAME 2 CORPUS CHRISTIE PLACE, STE 302

MAILING ADDRESS HILTON HEAD SE 29928 ← SAME HILTON HEAD, SC 29928

CITY 843-785-4775 STATE SC ZIP 29926 ← SAME 843-301-3857 / 843-785-3901

TELEPHONE _____ FAX _____ Bus License # 11152 Bus License# 2605

_____ (For DRB, DR & SUB Only) _____ (For DRB, DR & SUB Only)

EMAIL ADDRESS _____ EMAIL ADDRESS _____ ATB@IMCRESORTSERVICES.COM

_____ EMAIL ADDRESS _____

*** A CHECK-IN CONFERENCE IS REQUIRED FOR THESE ITEMS. SEE LMO 16-3-104 FOR MORE INFORMATION. ATTACH THE NECESSARY SUPPLEMENTAL FORM(S).**

- | | |
|---|--|
| <input type="checkbox"/> APPEAL * | <input type="checkbox"/> ZONING MAP AMENDMENT * |
| <input type="checkbox"/> DEVELOPMENT PLAN REVIEW (DPR)* | <input type="checkbox"/> DESIGN REVIEW BOARD |
| <input type="checkbox"/> PLANNED UNIT DEVELOPMENT * | <input type="checkbox"/> PUBLIC PROJECT |
| <input type="checkbox"/> SPECIAL EXCEPTION * | <input type="checkbox"/> SIGN PERMIT |
| <input type="checkbox"/> SUBDIVISION * | <input type="checkbox"/> TREE APPROVAL |
| <input type="checkbox"/> VARIANCE * | <input type="checkbox"/> WETLAND ALTERATION |
| <input type="checkbox"/> ABBREVIATED DPR* | <input checked="" type="checkbox"/> EXPEDITED DPR* |

Are there recorded private covenants and/or restrictions that are contrary to, conflict with, or prohibit the proposed request?
 YES NO

If so, a copy of the private covenants and/or restrictions must be submitted with this application.

TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS APPLICATION AND ALL ADDITIONAL DOCUMENTATION IS TRUE, FACTUAL AND COMPLETE. I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF ANY APPROVALS GRANTED BY THE TOWN OF HILTON HEAD ISLAND. I UNDERSTAND THAT SUCH CONDITIONS SHALL APPLY TO THE SUBJECT PROPERTY ONLY AND ARE A RIGHT OR OBLIGATION TRANSFERABLE BY SALE.

[Signature] 4-9-10
 SIGNATURE DATE

I UNDERSTAND THAT IN THE EVENT OF A STATE OF EMERGENCY, DUE TO A DISASTER, THOSE REVIEW & APPROVAL TIMES SET FORTH IN THE LAND MANAGEMENT ORDINANCE MAY BE SUSPENDED.

[Signature] 4-9-10
 SIGNATURE DATE

FOR OFFICIAL USE ONLY	
DATE RECEIVED: <u>4/12/2010</u>	MASTER TRACKING NUMBER: _____
ACCEPTED BY: <u>[Signature]</u>	

COMMUNITY DEVELOPMENT DEPARTMENT
EXPEDITED DEVELOPMENT PLAN REVIEW
SUPPLEMENTAL APPLICATION FORM
THIS FORM MUST BE ACCOMPANIED BY A MASTER APPLICATION FORM.

Please TYPE or PRINT legibly

PROJECT/DEVELOPMENT NAME: **EDGEWATER ON BROADCREEK, HPR**
OWNER/AGENT SUBMITTING APPLICATION: **IMC RESORT SERVICES, INC - AGENT**
NAME **AJ Bucko**
E-MAIL ADDRESS* **AJB@IMCRESORTSERVICES.COM**
PHONE NUMBER **843-301-3857**
FAX NUMBER **843-785-3906**

APPLICATION SUBMISSION REQUIREMENTS:

APPLICANTS SHALL SUBMIT ALL THE FOLLOWING MATERIALS BEFORE AN APPLICATION SHALL BE CONSIDERED COMPLETE:

- NOTARIZED** WRITTEN CERTIFICATION, SIGNED BY THE OWNER(S) OF RECORD OF THE PROPERTY, THAT THE OWNER(S) CONSENT TO THE PROPOSED DEVELOPMENT. CERTIFICATION IS NOT NECESSARY IF THE OWNER IS THE APPLICANT.
- WRITTEN NARRATIVE DESCRIBING THE SCOPE OF THE PROJECT.
- FOUR (4) COPIES OF A SURVEY OF AREA OF THE PROPERTY BEING AFFECTED BY THIS APPLICATION SHOWING EXISTING TOPOGRAPHY, ALL TREES 6 INCHES IN DIAMETER AND LARGER, ALL IMPROVEMENTS, AND IF APPLICABLE, THE LOCATION OF BORDERING STREETS, MARSHES AND BEACHES.
- N/A** A LANDSCAPE PLAN SHOWING ANY CHANGES BEING PROPOSED, IF APPLICABLE.
- N/A** A COPY OF APPROVAL FROM ANY OUTSIDE AGENCIES, IF APPLICABLE.
- N/A** A COPY OF APPROVAL FROM ANY PROPERTY OWNERS ASSOCIATION, IF APPLICABLE.
- Application Fee (\$100)

*IF YOU WOULD LIKE TO RECEIVE COMMENTS AND/OR APPROVALS VIA E-MAIL PLEASE INCLUDE YOUR E-MAIL ADDRESS.

ADDITIONALLY IF YOU WOULD LIKE TO RECEIVE THE COMMUNITY DEVELOPMENT DEPARTMENT QUARERLY NEWSLETTER VIA EMAIL PLEASE INDICATE BY SIGNING BELOW.

SIGNATURE

DATE

DATE RECEIVED: <u>4/12/20</u>	FOR OFFICIAL USE ONLY
ACCEPTED BY: <u>NO</u>	TIME: <u>1:45 pm</u>
	APPLICATION NUMBER: <u>XDRR100013</u>

April 9, 2010

Re: Expedited Development Plan Review Supplemental Application Form

This letter certifies that the current Board of Director's for Edgewater on Broadcreek, HPR has approved, on behalf of all 23 Owners, the proposed plan for a tabby walkway with (2) brick features (please refer to narrative describing scope of work).



**Bobby Fitzgerald
Edgewater on Broadcreek, HPR
Acting Vice President
In Charge of Landscape Committee**

4/9/2010
Date

ORIGINAL RECEIPT

TOWN OF HILTON HEAD ISLAND
ONE TOWN CENTER COURT
HILTON HEAD ISLAND, SC 29928

Receipt Number: **R10001023**

Issuing Officer: LC

(Receipt not valid without Issuing Officer's initials.)

OWNER: EDGEWATER ON BROADCREEK
BUSINESS NAME:
APD #: XDPR100013
SITE ADDRESS: 50 VERBENA LANE ****
ACCOUNT NUMBER: ??
NOTATION: IMC RESORT SVC, 2 CORPUS CHRISTI, #302, HHI SC 29928

TRANSACTION DATE: 04/12/2010

TOTAL PAYMENT: 100.00

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Check	6198	100.00

ACCOUNT ITEM LIST:

Item#	Fee Description	Account Code	Total Fee	Total Paid	Current Pmt
5405	Expedited DPR	11001-40401	100.00	100.00	100.00

ISSUED BY: LYNNC
DATE: April 12, 2010 01:50 PM

Copy Reprinted on 04-12-2010 at 13:51:29

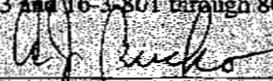
NOTICE OF ACTION

Exhibit C (2 Pages)

APPLICATION # **XDPR100013**

Name of Development: EDGEWATER ON BROADCREEK		Location: 50 VERBENA LANE	
Owner: EDGEWATER ON BROADCREEK	Applicant: EDGEWATER ON BROADCREEK	Agent:	
Location and Development Information:			
Description: 145FT TABBY WALKWAY, 2 BRICK CIRCLE SETING AREAS, 12FT & 6 FT.			
Zoning District: WMU		Tax District Map Parcel: R51001100001770000	
Overlay District(s): 500 ft of OCRM Critical Line			
Approved Site Plan Information:			
Date of latest revision of approved site plan:		Based on Plans by: IMC Resort Services	
		Plans Titled: Edgewater on Broad Creek	
Any deviation from the approved plans will require additional review.			
Case Manager: NICOLE DIXON		Sign: 	
Date Issued: 04/15/2010		Expiration Date: 04/15/2011	

Pursuant to LMO 16-3-310 or 16-3-608, this approval expires as indicated above unless a complete building permit application is submitted, or where no building permit is required, a Certificate of Compliance is obtained. Pursuant to LMO 16-3-706, the Building Official can issue no final Certificate of Occupancy until the Planning Division issues a final Certificate of Compliance. For more information, see LMO 16-3-703 and 16-3-801 through 807 (Development Sureties).

Print Name: AJ Bucko Signature:  Date: 4-15-10
 Owner or Authorized Agent of Owner

Conditions of the Approval:

- Town Staff conditions are included, additional pages may be attached.
- 1. No additional excavation can be done to install sidewalk and associated brick areas/circle. All bricks must be laid on a sand base.
- 2. If any base is installed for the sidewalk, the material must not be limestone (use granite instead).

TOWN OF HILTON HEAD ISLAND, SC
DEVELOPMENT PLAN APPROVAL

The Town has found this plan to be in compliance with the Town's Land Management Ordinance and has authorized this approval.

Application #: XDR100013

Certified By: Mick Owen

Title: Planner Approval Date: 4/15/2010

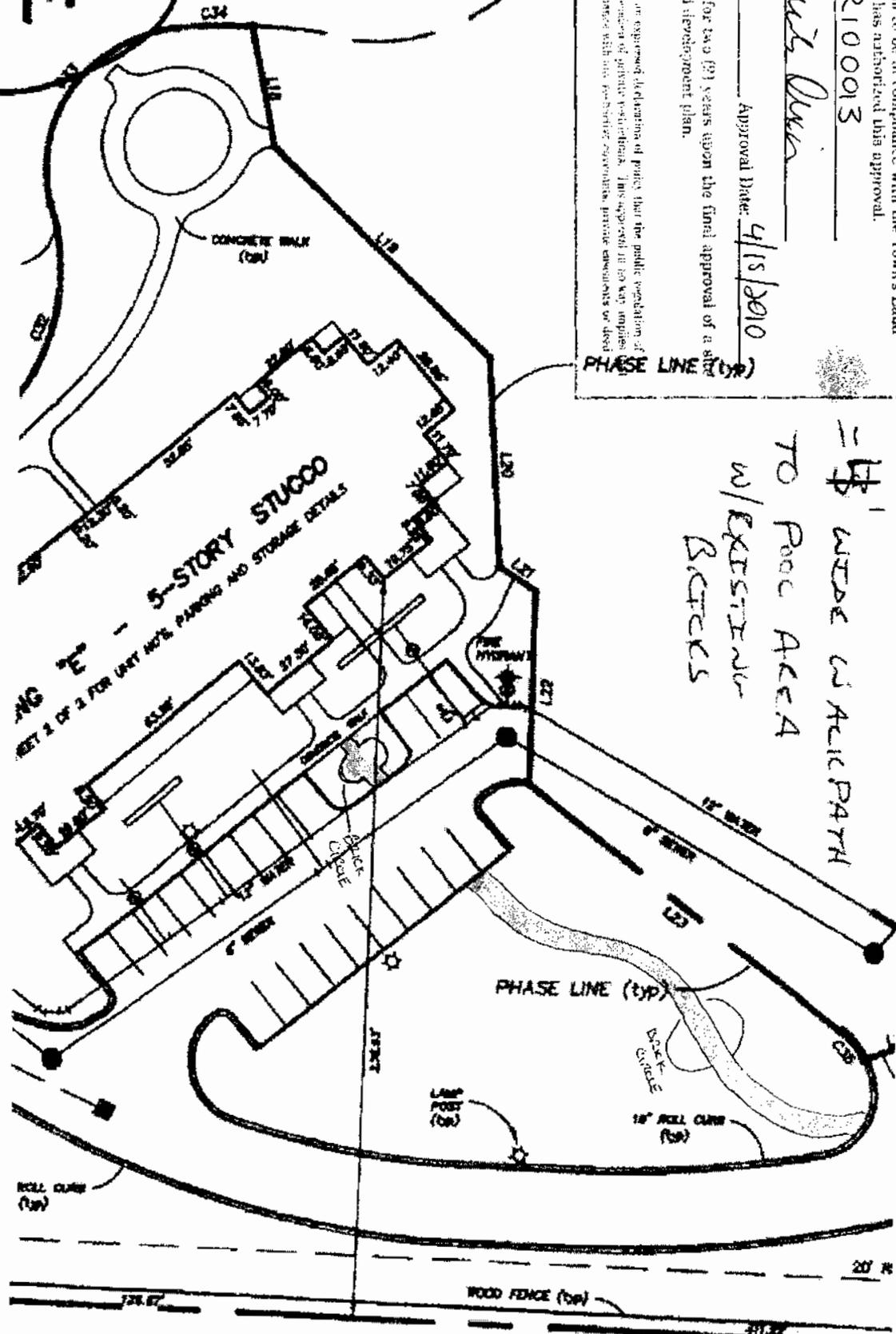
A vesting right is established for two (2) years upon the final approval of a site specific development or phased development plan.

The applicant certifies that the information provided in this application is true and correct to the best of their knowledge and belief. The applicant understands that the Town's approval of this application does not constitute a warranty of any kind, and the Town is not responsible for any errors or omissions in this application or for any consequences that may result from the use of the information provided herein.

WALKWAY

4' WIDE WALKWAY
TO POOL AREA
w/ EXISTING
BENCHES

#4



675.34' (REGIME PARCEL 1)
1168.61'

15 PB
21
700ER haw
1489

RECORDED
2008 Jul -18 12:59 PM
Sharon O. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 02742 PGS 2049-2063
FILE NUM 2008043041
07/07/2008 02:53:34 PM
REC'D BY P BAXLEY RCPT# 551338
RECORDING FEES 21.00
County Tax 9,900.00
State Tax 23,400.00
Transfer Tax 22,500.00

Document prepared by
W. Thomas Vernon
Attorney at Law, P.C.
2511 Wilmot Avenue
Columbia, SC 29205

Upon filing, please return
to above address.

Exhibit D (15 Pages)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)

QUIT CLAIM DEED

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS: KEVIN CAMPBELL, TRUSTEE IN BANKRUPTCY FOR BROAD CREEK EDGEWATER, LP, SENDS GREETING:

WHEREAS, on May 9, 2007, BROAD CREEK EDGEWATER, LP was placed in an involuntary bankruptcy under Chapter 7 or the Bankruptcy Code in the United States Bankruptcy Court for the District of South Carolina, as is recorded in said Office in Case No. 07-0546; and

WHEREAS, by Order for Relief entered on June 6, 2007, the Honorable David R. Duncan, Judge, United States Bankruptcy Court, BROAD CREEK EDGEWATER, LP was adjudicated and entitled to relief under the Bankruptcy Code; and

WHEREAS, by Order Authorizing Sale, signed by the Honorable David R. Duncan, Judge, United States Bankruptcy Court, Kevin Campbell, Trustee in Bankruptcy for BROAD CREEK EDGEWATER, LP, was authorized to sell the estate's interest in the property described more fully below, lying and being in the County of Beaufort, State of South Carolina. (Attached hereto and incorporated by reference as **Exhibit B**)

NOW, KNOW ALL MEN BY THESE PRESENTS, that I, the said Kevin Campbell, Trustee in Bankruptcy for **BROAD CREEK EDGEWATER, LP, a South Carolina Limited Partnership** (hereinafter the "Grantor") in consideration of the sum of Nine Million and no/100s Dollars (\$9,000,000.00) to it in hand paid at and before the sealing and delivery of these presents by **EPHESIAN VENTURES, LLC, a Nevada Limited Liability Company** (hereinafter the "Grantee"), in the State aforesaid the receipt of which is hereby acknowledged has granted, bargained, sold and remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Grantee all of its right, title and interest in the following property:

See Exhibit A attached hereto and incorporated herein by reference.

Grantee's address: c/o W. Thomas Vernon
2511 Wilmot Avenue
Columbia, South Carolina 29205

ADD DMP Record 7/15/2008 11:31:14 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	011	000	0004	0000	00

1
ADD DMP Record 7/15/2008 11:31:24 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	011	000	0177	0000	00

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

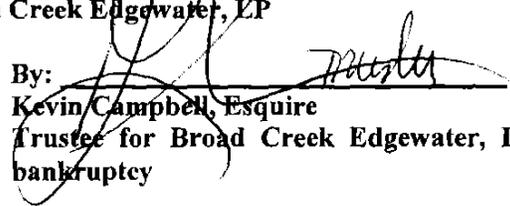
TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, Ephesian Ventures, LLC, its successors and assigns, forever, so that the Grantor, Broad Creek Edgewater, LP, nor its successors and assigns, nor any other entity, person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof.

WITNESS the Grantor's Hand and Seal this 7th day of July in the year of our Lord Two Thousand Eight (2008).

Signed, Sealed and Delivered in the Presence of:



Broad Creek Edgewater, LP

By: 
Kevin Campbell, Esquire
Trustee for Broad Creek Edgewater, LP in bankruptcy

STATE OF SOUTH CAROLINA)
) CHARLESTON)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Broad Creek Edgewater, LP, by Kevin Campbell, Esquire, its Trustee sign, seal and as the Grantor's act and deed deliver the within Limited Warranty Deed and that deponent with Michael Conway witnessed the execution thereof.


(witness)

SWORN to before me this 7th of July, 2008.

 (Seal)
Notary Public for South Carolina
My Commission expires: 8/31/11

Exhibit A
Property Description

All that certain piece, parcel of tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing approximately 16.01 acres, shown as "Additional Property of Edgewater on Broad Creek" on that certain ALTA/ACSM LAND TITLE SURVEY prepared for Bear Properties, LLC, certified by Terry G. Hatchell of Surveying Consultants, Bluffton, SC, SCRLS No. 11059 dated May 16, 2008, to be recorded, and also the approximately 16.01 acres shown as "ADDITIONAL PROPERTY OF EDGEWATER ON BROAD CREEK" on that plat entitled "SURVEY OF :EDGEWATER ON BROAD CREEK HORIZONTAL PROPERTY REGIME-PHASE I" prepared by Surveying Services, Inc., certified to by James W. Edwards, SCRLS #15515, dated December 19, 2002, and recorded in Plat Book 91 at Page 5 in the Office of the ROD for Beaufort County on 12/31/02. *RS10-011-000-0004-0000*

Being also all rights retained by Grantor, if any, to that certain piece, parcel of tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing approximately 7.64 acres, shown as "REGIME PARCEL I" on that certain plat entitled "SURVEY OF: EDGEWATER ON BROAD CREEK HORIZONTAL PROPERTY REGIME-PHASE I" prepared by Surveying Services, Inc., certified to by James W. Edwards, SCRLS #15515, dated December 19, 2002, and recorded in Plat Book 91 at Page 5 in the Office of the ROD for Beaufort County on 12/31/02. (hereinafter also referred to as "Adjacent Tract").

Together with all Declarant (as that term is defined in the Master Deed noted below) rights, title to real estate, covenants, restrictions, improvements and any other rights now held by Seller as owner or Declarant in the aforesaid property:

- a. Seller's non-exclusive easement for ingress and egress over the streets and highways, open or proposed, in front of or adjoining the land and across that certain tract of land containing 7.64 acres, more or less (the "Adjacent Tract") previously submitted to that certain Master Deed Establishing Edgewater on Broad Creek Horizontal Property Regime recorded on December 31, 2002, in the Office of the Register of Deeds for Beaufort County South Carolina in Record Book 1689 at Page 574 (the "Master Deed"); and
- b. all developmental rights, easements, rights of way, ponds, lagoons, waterways, privileges, permits, licenses, appurtenances and other rights pertaining thereto, if any, for the Property and the Adjacent Tract, and
- c. to the extent such exists, water and sewage capacity and spray field rights for the entire Project [which shall herein be used to describe the Property described in Exhibit A and the adjacent tract containing approximately 7.64 acres] and any remaining such rights and/or capacity in (including a capacity which at a minimum would allow a density of twelve units per acre), and
- d. all rights and obligations as the Declarant (but none of the Declarant obligations, if any if such purported and alleged obligations: (a) arose following the recordation of the original Master Deed [which was recorded on December 31, 2002, in the Office of the Register of Deeds for Beaufort County South Carolina in Book 1689 at page 574] by

action or inaction of the Seller and/or (b) have not been the subject of a valid amendment of said Master Deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, and any other rights affecting the Property and all of Seller's interest in any roadways, bridges, access ways, easements, covenants, restrictions, or right affecting the Property (provided, however, Purchaser shall not be obligated in any way to perform any duty, take on any burden, pay any sum due by Seller in connection with the transfer of these rights or otherwise, except for Purchaser's obligation to pay the Town of Hilton Head Transfer Tax; all of which are hereinafter referred to as the "Property."

The foregoing property is being acquired from Broad Creek Edgewater, LP, by and through Kevin Campbell, Esquire, the duly appointed and acting Trustee for Broad Creek Edgewater, LP, a South Carolina Limited Partnership, in bankruptcy and pursuant to an order to be issued by the United States Bankruptcy Court. The foregoing property is a portion of the property acquired by Broad Creek Edgewater, LP, a South Carolina Limited Partnership by deeds recorded in the Office of the ROD for Beaufort County, South Carolina Book 1194, at Page 2435, Book 1196, at Page 2438 and Book 1196, at Page 2441.

EXHIBIT B

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: 07-02546-DD

**ORDER APPROVING SALE FREE AND CLEAR OF LIENS, JUDGMENTS AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. §363(f)**

The relief set forth on the following pages, for a total of 7 pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
05/27/2008**



Entered: 05/28/2008

A handwritten signature in black ink, appearing to be "S. R. O.", written over a horizontal line.

US Bankruptcy Court Judge
District of South Carolina

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)
BROAD CREEK EDGEWATER, LP) B/K Case No. 07-02546-DD
Debtor.) Chapter 7
ORDER APPROVING SALE

THIS MATTER comes before the Court upon the application of Kevin Campbell, the duly appointed and acting Chapter 7 Trustee for the above Debtor (hereinafter referred to as the "Trustee") for authority to sell the property of the estate identified on the attached Exhibit "A" (hereinafter referred to as the "Edgewater Property") free and clear of all liens, judgments and encumbrances pursuant to 11 U.S.C. §363(f). There were no objections to the application.

The Trustee proposes to sell the Edgewater Property to Bear Properties, LLC, a Georgia Limited Liability Company, or its assigns (the "Buyer"). The Buyer is a good faith purchaser for value under §363(m) and does not have any known adverse interest in this case or any parties involved in this case, including the Debtor, its counsel and the U.S. Trustee's office. The Buyer is not a creditor of the Debtor. The sales price is \$9,000,000, with a closing to take place after Court approval at a date not more than thirty (30) days from the entry of a final Order approving the sale (including any appeals or other actions which would limit the finality of this Order), at place and time to be agreed upon by the parties.

EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, THE TRUSTEE IS SELLING THE ABOVE-REFERENCED PROPERTY "AS IS," WITH NO WARRANTIES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, WARRANTY AS TO TITLE. THE BUYER AGREES TO RECEIVE THE PROPERTY WITH ALL FAULTS. THE TRUSTEE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE.

THE TRUSTEE SHALL PROVIDE AT CLOSING "INSURABLE TITLE." INSURABLE TITLE IS DEFINED AS TITLE THAT IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES BASED ON AN ORDER ENTERED BY THE BANKRUPTCY COURT ALLOWING THE TRUSTEE TO CONVEY THE PROPERTY FREE AND CLEAR OF ANY SUCH LIENS AND ENCUMBRANCES AND INSURABLE WITHOUT INDEMNITY BY THE TRUSTEE AT NORMAL RATES BY A REPUTABLE NATIONAL TITLE COMPANY (AS CHOSEN BY THE PURCHASER PURSUANT TO THE AGREEMENT BEING APPROVED BY THIS ORDER) AND THAT ALL LIENS AND ENCUMBRANCES ATTACH ONLY TO THE PROCEEDS OF THE SALE AND TITLE IS SUBJECT TO COVENANTS, CONDITIONS

AND RESTRICTIONS OF RECORD, INCLUDING, BUT NOT LIMITED TO, THE MASTER DEED AND THE GENERAL OR STANDARD CONDITIONS OF ANY TITLE INSURANCE COMPANY, BUT SPECIFICALLY EXCLUDING PARAGRAPH 5 OF THE OCTOBER 31, 2006 ORDER ISSUED BY THE COURT OF COMMON PLEAS FOR THE COUNTY OF BEAUFORT WHICH SUIT WAS BROUGHT BY PAIL L. HUMMEL, ROBERT J. DEMA, JOHN EDWARDS, JR., JAQUELINE HEISS, KEN MEEKS, ROBERT FITZGERALD AND JOHN DOE PLAINTIFFS 1 -20 INDIVIDUALLY AND AS CO-OWNERS IN EDGEWATER ON BROAD CREEK HORIZONTAL PROPERTY REGIME (THE "PLAINTIFFS") AND PLAINTIFF'S COUNSEL STIPULATED AT THE HEARING ON THE APPLICATION FOR SALE OF PROPERTY THAT PARAGRAPH 5 WAS NO LONGER VALID AND WOULD NOT EFFECT THE PROPERTY AND RIGHTS BEING SOLD TO PURCHASER HEREIN.

THE BUYER HAS BEEN GIVEN AN OPPORTUNITY TO HAVE TITLE TO THE REAL PROPERTY RESEARCHED AND ACCEPTS THE STATUS OF THE REAL PROPERTY. THE TRUSTEE DOES NOT PROVIDE LIEN OPINIONS. PROPERTY TO BE CONVEYED BY QUIT CLAIM DEED.

THE BUYER HAS BEEN GIVEN THE OPPORTUNITY TO EXAMINE THE PROPERTY BEFORE SIGNING ANY CONTRACT OR SUBMITTING A BID TO PURCHASE THE PROPERTY, AND TO PERFORM SUCH TESTING, IF APPLICABLE, TO DETECT POSSIBLE LATENT DEFECTS.

At closing, with the exception of the real estate commission, the Trustee shall be authorized to pay normal seller's closing costs as set forth in the Purchase Agreement.

Alex Graham, Auctioneer (SC License #3997); Sperry Van Ness Commercial Properties, LLC, 1250 Fairmont Avenue, Mt. Pleasant, SC 29464, has been duly appointed as the Trustee's sale's agent. Except as provided for herein, a sales commission of Four (4%) percent of the contract sales price shall be paid, with the Trustee being responsible for the payment of the Trustee's agent two (2%) percent commission and one (1%) percent Buyer's agent commission. The Buyer shall be responsible for paying the remaining one (1%) percent Purchaser's agent commission. As provided for herein, the real estate commissions will not be paid at closing, but shall attach to the net sale proceeds pending agreement between the parties or further Order of this Court.

There is a disputed first mortgage lien held by Regions Bank, dated May 6, 2005, as assigned to Distinct Edgewater, LLC on January 3, 2007. There are related UCC-1's also of record held by Regions Bank and also assigned to Distinct Edgewater, LLC. The Trustee disputes the amount owed to this creditor. This creditor's lien shall attach to the net sale proceeds until an agreement is reached between the parties, or further order of this Court.

The Trustee disputes that certain Mechanic's Lien action filed by Strecansky & Co. (Case No. 06-CP-07-2497). The Trustee believes that this cause of action has been sold and/or assigned to CDCJ Holdings, LLC. The Trustee has filed an adversary proceeding

(Adv. Pro. No. 07-80149-DD) to have this Court determine the validity and extent of this lien. The Trustee believes that the lien was not properly perfected or is not otherwise valid. Further, the Trustee disputes the amount owed to this creditor. This disputed lien shall attach to the net sale proceeds until an agreement is reached between the parties or further Order of this Court.

The Trustee disputes that certain Mechanic's Lien action filed by KRA, Inc. (Case No. 06-CP-07-2325). The Trustee believes that this cause of action has been sold and/or assigned to Distinct SC Limited, LLC. The Trustee has filed an adversary proceeding (Adv. Pro. No. 07-80105-DD) to have this Court determine the validity and extent of this lien. The Trustee believes that the lien was not properly perfected or is not otherwise valid. Further, the Trustee disputes the amount owed to this creditor. This disputed lien shall attach to the net sale proceeds until an agreement is reached between the parties or further Order of this Court.

Pursuant to a Court approved lending order filed on August 23, 2007 and May 6, 2008, there is a mortgage from the Debtor to John W. Baird as Trustee for the John W. Baird Trust, dated August 23, 2007. This mortgage secures certain amounts that have already been paid or will be paid to the Estate for expenses, including, but not limited to, adequate protection payments, operating costs, and costs and fees of marketing, as well as potential future advances to the Estate. Pursuant to said Order, this lien is junior and subordinate to all presently existing liens, judgments or encumbrances on the subject property to the extent those liens, judgments or encumbrances are not otherwise voided or avoided by further Order of this Court.

The Trustee disputes a purported lien or security interest held by Landplan Partnership, Inc. as recorded in M/L Book 27 at Page 505. An Order finding this lien to be invalid has been entered by this Court. This sale is free and clear of this avoided lien.

The Trustee disputes that certain Mechanic's Lien action filed by Pro Slab, Incorporated (Case No. 07-CP-07-92). An Order finding this lien to be invalid has been entered by this Court. This sale is free and clear of this avoided lien.

The Trustee disputes a purported lien or security interest held by Calibogue Enterprises as recorded in M/L Book 28 at Page 1958. An Order finding this lien to be invalid has been entered by this Court. This sale is free and clear of this avoided lien.

The Trustee disputes a purported judgment lien or security interest held by Paul A. Hummel, et al. under Case No. 06-CP-07-3556 as recorded in Judgment Book 2006-2556. The Trustee believes that the lien constitutes an avoidable preference and/or fraudulent conveyance. Further, the Trustee disputes the amount owed to this creditor. This disputed lien shall attach to the net sale proceeds until an agreement is reached between the parties or further Order of this Court.

The Trustee is not aware of any other liens, judgments, encumbrances or other

interests. To the extent they may exist, they are disputed and they shall attach to the estate's interest in the net sale proceeds pursuant to 11 U.S.C. §363(f)(4). This sale is free and clear of all liens, judgments encumbrances and other interests pursuant to 11 U.S.C. §363(f).

Net sale proceeds is defined as those funds remaining after payment of normal seller's closing costs, as set forth in the Purchase Agreement or otherwise provided for in this Order.

In the event that after payment of all valid and perfected superior liens, county real property and other taxes and seller's closing costs and other expenses provided for herein, if there remains insufficient net sale proceeds to pay all Chapter 7 administrative claims, including the real estate/sales commissions, the Chapter 7 administrative claims, including real estate/sales commissions, shall be pro-rated.

In the event the net sale proceeds are sufficient and the administrative claims are paid in full, including the full commission to the Sales Agent/Auctioneer, then the Sales Agent/Auctioneer shall repay to the Estate the costs and expenses incurred in the marketing and sale and/or auction of the property, which could be in the approximate amount of \$32,042, which sums have or will be advanced to the Estate by the John W. Baird Trust, pursuant to previous Court Order and secured by the mortgage referenced herein.

If for any reason this sale does not occur within the time set forth herein, the Trustee may instead sell this property to a back-up bid for the same or higher price, provided it closes within 60 days of the date of the final entry of this Order.

I find that this matter is properly before this Court and that there were no objections filed to this Notice of Sale.

I find that ten (10) day stay pursuant to Fed.R.Bankr.P. 6004(g) be waived in this matter and that upon the entry of the Order the Trustee be allowed to immediately enforce and implement the terms of said Order. It is, therefore

ORDERED, ADJUDGED and DECREED that the Trustee is authorized to sell and to convey the above-described property free and clear of all liens, judgments and encumbrances pursuant to 11 U.S.C. §363(f), on the terms and conditions recited herein and to sign any and all documents necessary to effectuate the transfer.

IT IS FURTHER ORDERED that the ten (10) day stay pursuant to Fed.R.Bankr.P. 6004(g) be waived in this matter and that upon the entry of the Order the Trustee be allowed to immediately enforce and implement the terms of said Order.

IT IS FURTHER ORDERED that the disputed liens set forth herein shall attach to the net sale proceeds as provided for herein until disbursed pursuant to further Order of this Court;

IT IS SO ORDERED!

EXHIBIT "A"

All Declarant (as that term is defined in the Master Deed noted below) rights, title to real estate, covenants, restrictions, improvements and any other rights now held by Seller as owner or Declarant in all that certain piece, parcel, tract of land located on Hilton Head Island, Beaufort County, South Carolina, consisting of approximately 16.01 acres and shown as "Additional Property of Edgewater on Broad Creek" on that certain plat entitled "SURVEY OF: EDGEWATER ON BROAD CREEK HORIZONTAL PROPERTY REGIME - PHASE 1" prepared by Surveying Services, Inc., certified to by James W. Edwards, SCRLS #15515 dated December 19, 2002, and recorded in Plat book 91 at page 5 in the ROD Office for Beaufort County South Carolina on 12/31/02, and all that certain piece, parcel of tract of land, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing approximately 16.01 acres, shown as "Additional Property of Edgewater on Broad Creek" on that certain ALTA/ACSM LAND TITLE SURVEY prepared for Bear Properties, LLC, certified by Terry G. Hatchell of Surveying Consultants, Bluffton, SC, SCRLS No. 11059 dated May 16, 2008, to be recorded, together with:

- a. A non-exclusive easement for ingress and egress over Seller's interest, if any, in the streets and highways, open or proposed, in front of or adjoining the land and across that certain tract of land containing 7.64 acres, more or less (the "Adjacent Tract") previously submitted to that certain Master Deed Establishing Edgewater on Broad Creek Horizontal Property Regime recorded on December 31, 2002, in the Office of the Register of Deeds for Beaufort County South Carolina in Record Book 1689 at Page 574 (the "Master Deed"); and
- b. all developmental rights, easements, rights of way, ponds, lagoons, waterways, privileges, permits, licenses, appurtenances and other rights pertaining thereto, if any, for the Property and the Adjacent Tract; and
- c. to the extent such exists, water and sewage capacity and spray field rights for the entire Project [which shall herein be used to describe the Property described in Exhibit A and the adjacent tract containing approximately 7.64 acres] and any remaining such rights and/or capacity in (including a capacity which at a minimum would allow a density of twelve units per acre); and
- d. the right to use all documents called for in this Agreement to be delivered to Purchaser in the same manner as Seller; and
- e. all rights and obligations as the Declarant (but none of the Declarant obligations, if any if such purported and alleged obligations: (a) arose following the recordation of the original Master Deed [which was recorded on December 31, 2002, in the Office of the Register of Deeds for Beaufort County South Carolina in Book 1689 at page 574] by action or inaction of the Seller and/or (b) have not been the subject of a valid amendment of said Master Deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina as of the date this Agreement is first executed by the Purchaser, which such purported and/or alleged obligations are set out in Exhibit G) under the Master Deed, and any other rights affecting the

Property and all of Seller's interest in any roadways, bridges, access ways, easements, covenants, restrictions, or right affecting the Property (provided, however, Purchaser shall not be obligated in any way to perform any duty, take on any burden, pay any sum due by Seller in connection with the transfer of these rights or otherwise, except for Purchaser's obligation, as provided in this agreement, to pay the Town of Hilton Head Transfer Tax;

All of which is hereinafter referred to as the "Edgewater Property".

Bankruptcy Noticing Center
 2525 Network Place, 3rd Floor
 Herndon, Virginia 20171-3514

CERTIFICATE OF SERVICE

District/off: 0420-2
 Case: 07-02546

User: douglase
 Form ID: pdf01

Page 1 of 1
 Total Served: 7

Date Rcvd: May 28, 2008

The following entities were served by first class mail on May 30, 2008.
 aty +J. Ronald Jones, Jr., 126 Seven Farms Drive, Suite 200, Charleston, SC 29492-8144
 aty +Michael H. Conrady, 890 Johnnie Dodds Blvd, PO Box 684, Mount Pleasant, SC 29465-0684
 aty Michael W. Mogil, 303 Professional Building, Hilton Head Island, SC 29928
 aty +R. Geoffrey Levy, 2300 Wayne Street, Columbia, SC 29201-2057
 tr +Kevin Campbell, PO Box 684, Mount Pleasant, SC 29465-0684
 ust +US Trustee's Office, Strom Thurmond Federal Building, 1835 Assembly St., Suite 953,
 Columbia, SC 29201-2448
 adb +BROAD CREEK EDGEWATER, LP, 389 Marshland Road, Hilton Head Island, SC 29926-2103

The following entities were served by electronic transmission.
 NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

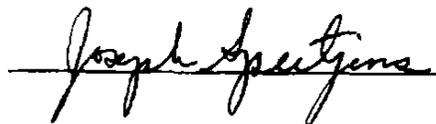
Addresses marked '-' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 30, 2008

Signature:



U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: 071-2546

The relief set forth on the following pages, for a total of 2 pages including this page,
is hereby **ORDERED**.

FILED

at ___ O'clock & ___ min ___ M

FILED BY THE COURT ON MAY 2 2 2008



United States Bankruptcy Court
Columbia, South Carolina (23)

A handwritten signature in black ink, appearing to read "D. Duncan".

David R. Duncan
US Bankruptcy Court Judge
District of South Carolina

ENTERED: **ENTERED**

MAY 2 3 2008

R. S. S.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)
) Chapter 7
Broad Creek Edgewater, LP,)
) Case No.: 07-02546-dd
Debtor.)
_____)

ORDER APPROVING BIDDING PROCEDURES

This proceeding comes before the Court on the notice and motion of the Chapter 7 trustee for approval of certain bidding proceeding to assist in selling the Debtor's assets.

The Court has been informed that all parties in interest have been notified of the proposed bidding procedures, and no objections to the proposed bidding procedures have been received. The Chapter 7 trustee has represented to the Court that such bidding procedures are in the best interest of the creditors of the estate. It is therefore,

ORDERED, ADJUDGED, AND DECREED, that the bidding procedures set forth in the Motion are approved and the Asset Purchase Agreement with Bear Properties LLC is approved, including the termination fee of \$200,000, the initial overbid of \$350,000 and subsequent bidding increments of \$50,000.

The Applicant:

/s/ Kevin Campbell
Kevin Campbell, Chapter 7 Trustee

Bankruptcy Noticing Center
 2525 Network Place, 3rd Floor
 Herndon, Virginia 20171-3514

CERTIFICATE OF SERVICE

District/off: 0420-2
 Case: 07-02546

User: shealy
 Form ID: pdf01

Page 1 of 1
 Total Served: 6

Date Rcvd: May 23, 2008

The following entities were served by first class mail on May 25, 2008.

aty +John Timothy Stack, Office of the United States Trustee, 1835 Assembly Street Suite 953,
 Columbia, SC 29201-2448
 aty +Joseph F. Buzhardt, III, Office of the United States Trustee, 1835 Assembly Street Suite 953,
 Columbia, SC 29201-2448
 aty +Michael H. Conrady, 830 Johnnie Dodds Blvd, PO Box 684, Mount Pleasant, SC 29465-0684
 tx +Kevin Campbell, PO Box 684, Mount Pleasant, SC 29465-0684
 ust +US Trustee's Office, Strom Thurmond Federal Building, 1835 Assembly St., Suite 953,
 Columbia, SC 29201-2448
 adb +BROAD CREEK EDGEWATER, LP, 389 Marshland Road, Hilton Head Island, SC 29926-2103

The following entities were served by electronic transmission.
 NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

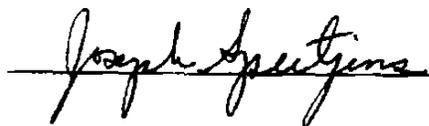
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 25, 2008

Signature:





LAW OFFICE OF
CHESTER C. WILLIAMS, LLC
17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email Firm@CCWLaw.net

Exhibit E (2 Pages)

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

April 15, 2010

Ms. Nicole Dixon
Planner
Town of Hilton Head Island
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928

RE: Edgewater on Broad Creek - Edgewater HOA Swimming Pool
Applications – Our File Nos. 015005-001 and 01505-004

Dear Nicole:

Following-up regarding the above matter, we understand the Town's Design Review Board has approved the aesthetics of the proposed site plan for the swimming pool proposed by the Edgewater HOA.

As we understand our last discussion with you regarding the proposed HOA swimming pool on this past Tuesday morning, the Edgewater HOA will be required by the Town to obtain development plan review approval before they are able to apply for and obtain a building permit for their proposed pool. We are reviewing those issues on behalf of our client, Ephesian Ventures, LLC, the owner of the substantial portion of the Edgewater property that is the subject of permits issued by the Town.

You have advised us that you will provide us with a copy of any development plan review applications submitted by the Edgewater HOA for their proposed pool. We trust this will include any proposals to amend any existing permits, and we would also appreciate receiving copies of any other permit applications that the Edgewater HOA may submit in connection with its proposed pool.

In addition, we would appreciate receiving copies of any applications submitted by the Edgewater HOA with respect to the sidewalk or other pathway installation which is underway last week, which we understand has been stopped by the Town.



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

Ms. Nicole Dixon
April 15, 2010
Page 2

Thanking you for your consideration regarding this matter, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt

Exhibit F (1 Page)

From: Dixon Nicole [mailto:nicoled@hiltonheadislandsc.gov]
Sent: Tuesday, April 20, 2010 9:04 AM
To: Firm@CCWLaw.net
Subject: Edgewater

Chet,

I also forgot to mention that the other applicant for Edgewater did come in and get an XDPR for the tabby sidewalk last week and it was approved and I believe they have completed that work. Let me know if you have any questions about that. When they come in for the DPR for the pool, I will let you know and you can stop by and take a look at their plans.

Nicole Dixon, Planner
Community Development Department
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928
843-341-4686
fax 843-842-8908

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LAW OFFICE OF
CHESTER C. WILLIAMS, LLC
17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email Firm@CCWLaw.net

Exhibit G (3 Pages)

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

April 28, 2010

Teri B. Lewis, AICP
LMO Official
Community Development Department
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

HAND DELIVERED

RE: Edgewater on Broad Creek; Tabby Pathway; Expedited Development
Plan Review Application No. XDPR100013 – Our File No. 01505-005

Dear Teri:

We represent Ephesian Ventures, LLC (“Ephesian”), which owns a 16.01 acre tract adjacent to the Edgewater on Broad Creek Horizontal Property Regime (the “Regime”). The Regime was established by the Master Deed (the “Master Deed”) recorded on December 31, 2002 in the Office of the Register of Deeds for Beaufort County, SC in Record Book 1689 at Page 574. A copy of the Master Deed is enclosed herewith.

The Master Deed submitted 7.64 acres of the Edgewater on Broad Creek property to the provisions of the South Carolina Horizontal Property Act, Section 27-31-10, *et. seq.* of the Code of Laws of South Carolina (1976), as amended (the “Act”). Ephesian is the owner of property at Edgewater on Broad Creek not submitted to the provisions of the Act by the Master Deed.

Ephesian is also the holder of the rights of the Declarant under the Master Deed by way of that certain Quitclaim Deed from the Trustee in Bankruptcy for Broad Creek Edgewater, LP, recorded on July 7, 2008 in Beaufort County Record Book 2742 at Page 2049 (the “Quitclaim Deed”). A copy of the Quitclaim Deed is enclosed herewith.

It has come to Ephesian’s attention that Edgewater on Broad Creek Owners’ Association, Inc. (the “Edgewater HOA”) filed the above-referenced application for Expedited Development Plan Review (the “XDPR Application”) on April 12, 2010 in connection with the construction of a tabby pathway and related recreational amenities on the Regime property. A Notice of Action on the XDPR Application was issued on April 15, 2010.



By way of our letter of April 15, 2010 to Nicole Dixon, we had asked that Nicole advise of us the filing of the XDPR Application, specifically for the purpose of reviewing the XDPR Application for compliance with applicable restrictive covenants. A copy of our April 15, 2010 letter to Nicole is enclosed. However, despite our written request, we were not advised by Nicole of the filing of the XDPR Application until we received her email of April 20, 2010, in which Nicole also advised us of the issuance of the Notice of Action on the XDPR Application. We obtained a copy of the XDPR Application on April 26, 2010 when we reviewed the Town's file on the XDPR Application.

Among the rights reserved under the Master Deed to the Declarant, as defined in the Master Deed, and held by Ephesian pursuant to the Quitclaim Deed, are the right to improve the Regime by clearing, tree pruning, constructing additional parking and common facilities, including, but not necessarily limited to recreational facilities, drainage facilities, lagoons, and the like. In addition, Ephesian holds rights of ingress and egress across the Regime property, the rights to install utility and drainage lines, equipment and facilities over the Regime property, and the right to grant easements over the Regime property. Further, Ephesian owns all water and sewer lines, pipes, pumps, pumping stations, and other equipment and facilities on the Regime property. We refer you to Exhibit A to the Master Deed.

Our review of the Town's file on the XDPR Application clearly indicates that the XDPR Application was incomplete when filed and when the Notice of Action was issued. The XDPR Application also represents that there are no recorded private covenants and/or restrictions that are contrary to, conflict with, or prohibit the proposed request. As you can readily ascertain from this letter, Ephesian believes this representation is clearly false, as the Edgewater HOA's tabby pathway and related recreational amenities are in conflict with, and prohibited by, the provisions of the Master Deed.

Section 6-29-1145(B)(3) of the Code of Laws of South Carolina (1976), as amended provides, in part,

(B) If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity:

(3) from any other source including, but not limited to, other property holders, the local planning agency must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.



Ephesian does not intend to relinquish any rights reserved to the Declarant under the Master Deed and the Quitclaim Deed, and is opposed to the project contemplated by the XDPR Application. Accordingly this letter provides the Town of Hilton Head Island with actual notice of a restrictive covenant on the Regime property that is contrary to, conflicts with, or prohibits the permitted activity.

We trust that the Town will take the appropriate action by rescinding the Notice of Action on the XDPR Application, and by not issuing any permit or other Notice of Action in connection with the XDPR Application until the XDPR Application is complete, and there is full compliance with the provisions of Section 1145(B)(3) of the South Carolina Code.

With best regards, we are

Very Truly Yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt
Enclosures

**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4757 Fax (843) 842-7228
[Http://www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)**

IMC Resort Services, Inc
2 Corpus Christi Place
Suite 302
Hilton Head Island, SC 29928

RE: Edgewater on Broad Creek, tabby walkway
XDPR10013

April 30, 2010

Dear Mr. Bucko:

Town Staff has rescinded the Notice of Action issued to Edgewater on Broad Creek to construct a tabby walkway and brick areas at 50 Verbena Lane (Expedited Development Plan Review (XDPR10013). The Notice of Action has been rescinded and the project denied based on discovery that misinformation was provided by you as part of the application. After further review by the Town's attorney, the proposed project is in violation of the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase 1). According to information contained in the deed, Ephesian retains all rights that went with the property transfer as part of the bankruptcy. South Carolina Code of Laws (Section 6-29-1145(B)(3)) prohibits the issuance of permits and approvals if they are contrary to the restrictive covenants. Therefore, prior to the review of any subsequent applications, you must receive written approval from Ephesian based on requirements in the recorded covenants and submit it as part of your application.

Please be aware that per Town Land Management Ordinance (LMO) Section 16-3-309 should you disagree with the denial of XDPR100013 you may appeal to the Town's Planning Commission.

Additionally, the approval to install a new pool, Design Review Board application DR100017 has been voided by Town Staff for the reasons as described in the first paragraph above.

Please contact me if you have any additional questions concerning this matter.

Sincerely,



Teri Lewis, AICP
LMO Official

Cc: Chester C. Williams

**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4757 Fax (843) 842-7228
[Http://www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)**

June 25, 2010
IMC Resort Services, Inc
2 Corpus Christi Place
Suite 302
Hilton Head Island, SC 29928

RE: Edgewater on Broad Creek, tabby walkway
XDPR100013

Dear Mr. Bucko:

This letter is in reference to the revocation of the Notice of Action issued for XDPR100013. On April 30, 2010, I sent you a letter stating that Town Staff was rescinding the Notice of Action issued for XDPR100013 due to discovery that misinformation was provided as part of the application. It is apparent that a neighboring property owner (Ephesian) claims certain covenant rights and controls which are disputed by Edgewater. It would appear that this is a civil dispute between two property owners which needs to be resolved by a court.

In addition, during a recent review of the Town's Land Management Ordinance (LMO) and discussions with legal staff, Town Staff realized that we revoked the Notice of Action without following the proper procedure listed in the LMO for revoking a permit. LMO Section 16-3-310.C states the following:

A vested right to a site specific development plan or phased development plan is subject to revocation by the local governing body upon its determination, after notice and public hearing, that there was a material misrepresentation by the landowner or substantial noncompliance with the terms and conditions of the original or amended approval.

Based on the above section Staff should not have revoked the Notice of Action for XDPR100013 without prior notice and a public hearing.

At this time staff is going to hold the revocation in abeyance until such time that Edgewater and Ephesian have resolved the covenant dispute. As a result of this decision, APL100004 is moot and staff is in the process of refunding the \$100 application fee. Additionally the approval issued for XDPR100013 will remain in place subject to the outcome of the pending covenant dispute.

Also, in accordance with LMO Section 16-3-309 the issuance of the NOA for XDPR100013 may be appealed for a period of 30 days; the appeal period was interrupted by our letter of April 30, 2010. This above mentioned interruption results in the appeal period being tolled for 15 days and therefore any interested parties still have an additional 15 days to appeal the NOA for XDPR100013.

Please contact me if you have any additional questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Teri Lewis". The signature is written in a cursive, flowing style.

Teri Lewis, AICP
LMO Official

cc: Gregg Alford
Brian Hulbert
Michael Mogil
Chester C. Williams



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email Firm@CCWLaw.net

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

July 8, 2010

Teri B. Lewis, AICP
LMO Official
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

HAND DELIVERED

RE: Edgewater on Broad Creek; Expedited Development Plan Review
Application No. XDPR100013 for Tabby Pathway – Our File No.
01505-005

Dear Teri:

On behalf of our client Ephesian Ventures, LLC (“Ephesian”), we request that you, as the LMO Official for the Town of Hilton Head Island (the “Town”), initiate proceedings under Section 16-3-310(C) of the Town’s Land Management Ordinance (the “LMO”) to revoke the approval of Expedited Development Plan Review Application No. XDPR100013 (the “XDPR Application”) evidenced by the April 15, 2010 Notice of Action (the “Notice of Action”) of the XDPR Application on the grounds that there was a material misrepresentation by the landowner or its agent in the XDPR Application.

Ephesian owns a 16.01 acre tract adjacent to the Edgewater on Broad Creek Horizontal Property Regime (the “Regime”). The Regime was established by the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase I) recorded on December 31, 2002 in the Office of the Register of Deeds for Beaufort County, South Carolina in Record Book 1689 at Page 574 (the “Master Deed”). We have previously provided you with a copy of the Master Deed, and we refer you to our letter to you of April 28, 2010.

Ephesian is the holder of the rights of the Declarant under the Master Deed by way of that certain Quitclaim Deed from the Trustee in Bankruptcy for Broad Creek Edgewater, LP, recorded on July 7, 2008 in Beaufort County Record Book 2742 at Page 2049 (the “Quitclaim Deed”). We have previously



provided you with a copy of the Quitclaim Deed, and we again refer you to our letter to you of April 28, 2010.

We also refer you to your letter dated April 30, 2010 to IMC Resort Services, Inc., the agent for the Edgewater Regime on the XDPR Application, by which you rescinded the Notice of Action, stating:

The Notice of Action has been rescinded and the project denied based on discovery that misinformation was provided by you as part of the application. After further review by the Town's attorney, the proposed project is in violation of the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase 1)." (Emphasis added.)

A copy of your April 30, 2010 letter is enclosed herewith. Clearly, that letter evidences a determination by you, as the LMO Official, and Gregory M. Alford, Esq., the Town Attorney, that the XDPR Application contains misinformation that is a material misrepresentation.

Thereafter, by way of your June 25, 2010 letter to IMC Resort Services, Inc., you advised the Edgewater Regime that your April 30, 2010 revocation of the Notice of Action did not follow the procedure set forth in LMO Section 16-3-310(C), and that revocation is now being held in abeyance.

Section 6-29-1145(B)(3) of the Code of Laws of South Carolina (1976), as amended, prohibits the Town from issuing any permit if the Town has knowledge from any source of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity. Based on the determinations made by you, as the LMO Official, and the Town Attorney as set forth in your April 30, 2010 letter, it is readily apparent that the XDPR Application would not, and could not, have been approved by the Town but for the material misrepresentation in the XDPR Application.

Under LMO Section 16-8-103(A), you, as the LMO Official and the Administrator of the LMO, have responsibility for enforcement of the LMO; and under LMO Section 16-8-103(C)(2), you have a duty to take whatever action is necessary to assure compliance with the provisions of the LMO. Based upon the specific determinations made in your April 30, 2010 letter, after review by the Town Attorney, that misinformation was provided by you as part of the XDPR Application and that the project proposed by the XDPR Application is in violation of the Master Deed, it is incumbent upon you to institute revocation proceedings regarding the XDPR Application and the Notice of Action under LMO Section 16-3-310(C), as a material misrepresentation in an application is



a clear basis for revocation of a permit. We submit that you and your Staff cannot sit idly by and take no action in such circumstances, particularly when you and the Town Attorney have already made determinations which are conclusive to the issues.

On behalf of Ephesian, we formally request that you immediately take appropriate steps to initiate revocation proceedings under LMO Section 16-3-310(C) regarding the Notice of Action, and suspend the effectiveness of the Notice of Action pending those proceedings.

With best regards, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt

Enclosure

cc: Stephen G. Riley, AICP
Charles F. Cousins, AICP
Gregory M. Alford, Esq.

TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4757 Fax (843) 842-7228
[Http://www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

IMC Resort Services, Inc
2 Corpus Christi Place
Suite 302
Hilton Head Island, SC 29928

RE: Edgewater on Broad Creek, tabby walkway
XDPR10013

April 30, 2010

Dear Mr. Bucko:

Town Staff has rescinded the Notice of Action issued to Edgewater on Broad Creek to construct a tabby walkway and brick areas at 50 Verbena Lane (Expedited Development Plan Review (XDPR10013). The Notice of Action has been rescinded and the project denied based on discovery that misinformation was provided by you as part of the application. After further review by the Town's attorney, the proposed project is in violation of the Master Deed Establishing the Edgewater on Broad Creek Horizontal Property Regime (Phase 1). According to information contained in the deed, Ephesian retains all rights that went with the property transfer as part of the bankruptcy. South Carolina Code of Laws (Section 6-29-1145(B)(3)) prohibits the issuance of permits and approvals if they are contrary to the restrictive covenants. Therefore, prior to the review of any subsequent applications, you must receive written approval from Ephesian based on requirements in the recorded covenants and submit it as part of your application.

Please be aware that per Town Land Management Ordinance (LMO) Section 16-3-309 should you disagree with the denial of XDPR100013 you may appeal to the Town's Planning Commission.

Additionally, the approval to install a new pool, Design Review Board application DR100017 has been voided by Town Staff for the reasons as described in the first paragraph above.

Please contact me if you have any additional questions concerning this matter.

Sincerely,



Teri Lewis, AICP
LMO Official

Cc: Chester C. Williams

H

Supreme Court of South Carolina.
 SPANISH WELLS PROPERTY OWNERS
 ASSOCIATION, INC., Respondent,

v.

BOARD OF ADJUSTMENT OF the
 TOWN OF HILTON HEAD ISLAND,
 South Carolina, Petitioner.

In re CALIBOGUE SQUARE SUBDIVI-
 SION.

No. 22859.

Heard March 8, 1988.
 Decided April 11, 1988.

After town planning commission granted preliminary development permit, property owners association appealed the commission's action to the Board of Adjustment. The Board of Adjustment denied the appeal, and association appealed to the Court of Common Pleas. The Court of Common Pleas, Beaufort County, John H. Waller, Jr., J., granted Board of Adjustment's motion to dismiss, and association appealed. The Court of Appeals, [292 S.C. 542, 357 S.E.2d 487](#), reversed, and board sought review. The Supreme Court granted certiorari to review, and held that party, who was granted development permit, was necessary party to appeal of its permit.

Reversed.

West Headnotes

Zoning and Planning 414 ↪ 1602

[414](#) Zoning and Planning

[414X](#) Judicial Review or Relief

[414X\(B\)](#) Proceedings

[414k1600](#) Parties

[414k1602](#) k. Necessary and indispensable parties. [Most Cited Cases](#)

(Formerly [414k582.1](#), [414k582](#))

Party who was granted development permit was necessary party to appeal of its permit.

***161 *67** Curtis L. Coltrane and James M. Herring, of Herring, Meyer & Coltrane, P.A., Hilton Head Island, for petitioner.

Phillip C. Lyman, of Lyman & Howell, P.A., Hilton Head Island, for respondent.

***68 PER CURIAM:**

This case involves a development dispute on Hilton Head Island. This Court granted certiorari to review the decision of the Court of Appeals in *Spanish Wells Property Owners Ass'n v. Board of Adjustment*, [292 S.C. 542, 357 S.E.2d 487](#) (Ct.App.1987). We now reverse and remand.

The Hilton Head Island Planning Commission granted a preliminary development permit to Calibogue Yacht Properties, Inc. (Calibogue). Respondent Spanish Wells Property Owners Association, Inc. (Spanish Wells) objected to the issuance and appealed to petitioner Board of Adjustment (Board). The Board denied the appeal, and Spanish Wells appealed to the circuit court. The Board moved to dismiss under [Rule 12\(b\)\(7\), SCRCF](#), arguing that Calibogue was a necessary party to the appeal under [Rule 19, SCRCF](#). The circuit court granted the motion to dismiss, but allowed Spanish Wells fifteen days leave to join Calibogue. Spanish Wells instead appealed the order; the Court of Appeals reversed, holding that Calibogue was a proper, but not necessary, party to the appeal.

The sole question we address here is whether a permittee is a necessary party to an action to revoke a development permit.

Other jurisdictions are divided on whether the permittee or successful applicant is a necessary party to an appeal instituted by an aggrieved party. The emerging majority view is that the permittee is a necessary party. See 3 Rathkopf, *The Law of Zoning and Planning* § 42.05[3] (4th Ed.1980 & Supp.1987) (citing numerous cases espousing “ascending” view); [101A C.J.S. Zoning and Planning § 301 \(1979\)](#).

We find the reasoning behind the majority rule convincing. Designating the permittee a necessary party insures the most vitally interested party's participation in the appellate process. See [Cathcart-Maltby-Clearview Community Council v. Snohomish County, 96 Wash.2d 201, 634 P.2d 853 \(1981\)](#) (owner-applicant is party “most affected” and is necessary to any proceeding to invalidate his interest). Participation*69 by the most interested party serves judicial economy. Additionally, the majority rule insures that where a circuit court reverses a permit approval, the permittee will be bound because it is a party to the appeal. See [Hidden Lake Development Co. v. District Court, 183 Colo. 168, 515 P.2d 632 \(1973\)](#); accord [Board of Commissioners of Mesa County v. Carter, 193 Colo. 225, 564 P.2d 421 \(1977\)](#); [Lanaux v. City of New Orleans, 489 So.2d 329 \(La.Ct.App.1986\)](#); [Schroeder v. Burleigh County Board of Commissioners, 252 N.W.2d 893 \(N.D.1977\)](#).

For the foregoing reasons, we adopt the majority rule and hold that a development permittee is a necessary party to an appeal of its permit. The trial court therefore correctly ruled that Calibogue was a necessary party to Spanish Wells' appeal of the permit approval. Accordingly, the decision of the Court of Appeals to the contrary is **162 reversed and the circuit court's order

is affirmed.

REVERSED.

S.C.,1988.

Spanish Wells Property Owners Ass'n, Inc.
v. Board of Adjustment of Town of Hilton
Head Island
295 S.C. 67, 367 S.E.2d 160

END OF DOCUMENT



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Nicole Dixon, *Senior Planner and Board Coordinator*
VIA: Teri B. Lewis, *AICP, LMO Official*
DATE: October 11, 2010
SUBJECT: APL100010 - Edgewater

Staff has received an appeal from Chester C. Williams on behalf of Ephesian Ventures, LLC, regarding the August 19, 2010 letter stating that an appeal application filed by the appellant should not be heard by the Planning Commission since the subject of the appeal was an administrative determination. Appeals of administrative determinations are to be heard by the Board of Zoning Appeals.

The appellant is appealing the Town's decision to not accept an appeal application to the Planning Commission. The record therefore consists of the following documents: Appeal Application, Appellant's Narrative titled Attachment 1, Determination Letter titled Exhibit A, a copy of LMO Sections 16-3-309, 16-3-607, and Chapter 3 Article XX, and a copy of State Codes Sections 6-29-340 and 6-29-800. We reserve the right to submit additional items in connection with this appeal.

If you have any questions, feel free to contact Nicole Dixon at 341-4686 or nicoled@hiltonheadislandsc.gov.



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email firm@ccwllc.com

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

September 7, 2010

HAND DELIVERED
and
VIA EMAIL TO TeriL@HiltonHeadIslandSC.gov

Teri B. Lewis, AICP
LMO Official
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

RE: Appeal of Administrative Determination Regarding Appeal to Planning
Commission - Our File No. 01505-005

Dear Teri:

We are pleased to deliver to you herewith for filing with the Town's Board of Zoning Appeals our appeal on behalf of our client, Ephesian Ventures, LLC, regarding the administrative determination made in your August 19, 2010 letter to us. Also enclosed is our check for \$100.00 payable to the Town for the required filing fee for this appeal.

By way of his copy of this letter, we advise Roger A. DeCaigny, the Chairman of the Board of Zoning Appeals, of our filing of this appeal to the Board of Zoning Appeals on behalf of Ephesian Ventures, LLC.

Please let us know if you, your staff, or the Board of Zoning Appeals require any further information from or on behalf of our client with respect to this appeal or the enclosed motion.

With best regards, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt
Enclosures

cc: Mr. Roger A. DeCaigny
Gregory M. Alford, Esquire



Town of Hilton Head Island
 Community Development Department
 One Town Center Court
 Hilton Head Island, SC 29928
 Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY	
Date Received:	9/7/10
Accepted by:	[Signature]
App. #: APL:	100010
Meeting Date:	

Applicant/Agent Name: Epehsian Ventures, LLC Company: Chester C. Williams, Attorney for the Applicant
 Mailing Address: Post Office Box 6028 City: Hilton Head island State: SC Zip: 29938
 Telephone: 843-842-5411 Fax: 843-842-5412 E-mail: Firm@CCWLaw.net

APPEAL (APL) SUBMITTAL REQUIREMENTS

- Digital Submissions may be accepted via e-mail by calling 843-341-4757.** The following items must be attached in order for this application to be complete:
- A detailed narrative stating the Town Official or Body the made the decision, the date of the decision you are appealing, the basis for your right to appeal, the grounds of the appeal, and citing any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the Board of Zoning Appeals. See Attachment 1
 - Any other documentation used to support the facts surrounding the decision. See Attachment 1
 - Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island.

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature: [Signature] Date: September 7, 2010
 Chester C. Williams, Attorney for the Applicant

REQUEST FOR APPEAL
PROCEDURES BEFORE THE BOARD OF ZONING APPEALS

Appeal of Administrative Decisions Request

This is a request to appeal to the Board of Zoning Appeals by any person aggrieved by a decision, interpretation or determination of the Administrator. The Board will also review and take action on appeals of Planning Commission action on certain traffic analysis plans. An aggrieved person is defined as any property owner within 350 feet of the property for which a decision or determination has been rendered, and may include persons owning property beyond 350 feet if it is determined by the Board of Zoning Appeals that such property owners may be affected by a decision or determination of the Administrator or the Planning Commission. An application for appeal shall be filed (received by the Administrator or postmarked) not later than 14 calendar days after receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals.

PROCEDURES

A. Submission of Application

1. Submit the application by the deadline indicated for each meeting on the Board of Zoning Appeals Public Hearing Schedule.
2. For an appeal of administrative decisions request, please submit the Appeal Application Form, along with the items listed as submittal requirements on that form.
3. An application check-in conference is required for all applications to determine whether the application meets the minimum requirements for acceptance. The application check-in conference must be scheduled by appointment with the Community Development Department staff.

B. Public Notice Requirements

1. Public notice to be published is required for an appeal request.
2. **Published Notice** - A Public Notice shall be placed by the Administrator in a local newspaper of general circulation within the Town for not less than 30 calendar days prior to the meeting for the purpose of notifying the public.

C. Staff Review and Report

1. In an appeal, the Administrator will prepare a staff report which provides in detail staff's decision/interpretation of the LMO.
2. The Administrator shall provide a copy of the report to the Board of Zoning Appeals and the appellant (applicant) before the scheduled meeting.

D. Meeting Before the Board of Zoning Appeals

1. The Board is comprised of seven members, appointed by Town Council.
2. The Chairman of the Board opens the meeting and reads the procedures to be followed during the meeting.
3. In an appeal, staff will present the Administrator's interpretation of the LMO. The applicant will then have an opportunity to present why they are appealing staff's decision.
4. The Board may have questions for Town staff or the applicant.
5. The Board will then deliberate until a decision is reached. During the deliberations by the Board, Board members may address questions to staff or the applicant, but no person shall participate in these discussions unless addressed by the Chairman or a Board member.
6. The Chairman will then ask for a motion.
7. In an appeal, at the conclusion of the proceeding on the appeal, the Board will either: affirm the action of the Administrator, modify the action of the Administrator, or reverse the action of the Administrator.

E. Written Notification of Decision

1. Within 10 calendar days after a decision has been made by the Board of Zoning Appeals, a copy of the written decision shall be sent to the applicant or appellant and the property owner.
2. A copy of the notice shall be filed in the office of the Administrator, where it shall be available for public inspection during regular office hours.

F. Appeals from the Decision of the Board of Zoning Appeals

1. A person who may have a substantial interest in any decision of the Board of Zoning Appeals, or an officer or agent of the appropriate governing authority may appeal from a decision of the Board to the Circuit Court of Beaufort County. The appeal must be filed within 30 days after the decision of the Board is mailed.
2. A property owner whose land is the subject of a decision of the Board of Zoning Appeals may appeal to the Circuit Court of Beaufort County or by filing a notice with the circuit court accompanied by a request for pre-litigation in mediation. The notice of appeal and request for pre-litigation in mediation must be filed within 30 days after the decision of the board is mailed.

II. INTRODUCTION

This Attachment 1 is part of the Request for Appeal (this "Appeal") filed on behalf of Ephesian Ventures, LLC ("Ephesian") in connection with a decision or determination (the "Decision") made by Teri B. Lewis, AICP, LMO Administrator for the Town of Hilton Head Island (the "Town"), purporting to interpret or construe provisions of the South Carolina Code of Laws (1976), as amended (the "SC Code") and the Town's Land Management Ordinance (the "LMO") regarding the jurisdiction of the Town's Planning Commission (the "Planning Commission") to hear an appeal of an administrative decision in connection with an application to the Town for a land development permit, and is submitted for inclusion in the record of this Appeal, and for review by the Planning Commission.

The Decision, which relates to the April 15, 2010 Notice of Action (the "Notice of Action") on Expedited Development Plan Review Application No. XDPR100013 (the "XDPR Application") filed on April 12, 2010 on behalf of Edgewater on Broad Creek, HPR for a tabby pathway on the property of Edgewater on Broad Creek Horizontal Property Regime, is set forth in the August 19, 2010 letter from Mrs. Lewis to the undersigned, Chester C. Williams, attorney for Ephesian.¹

This Appeal seeks relief from the Decision by which Mrs. Lewis has determined that only the Town's Board of Zoning Appeals (the "BZA"), and not the Planning Commission, has jurisdiction to hear an appeal of an administrative decision in connection with a land development permit application.

This Appeal presents only a matter of law. There is no dispute about the facts. The only issues here are (1) whether or not the Planning Commission has jurisdiction to hear an appeal that is based on a land development permit which is timely delivered to the LMO Administrator for filing, and (2) whether

¹ A copy of the August 19, 2010 letter from Mrs. Lewis is attached to this Narrative as Exhibit A.



by refusing to accept timely appeals for filing, the LMO Administrator can preempt that jurisdiction. Ephesian believes the Planning Commission has both the power and the duty to hear such appeals, and further believes that only the Planning Commission has the authority to decide the issue of its appeal jurisdiction.

III. BACKGROUND

On August 9, 2010 Ephesian timely filed appeals of Mrs. Lewis' decision not to institute revocation proceedings in connection with the XDPR Application and the Notice of Action by delivering to the LMO Administrator for filing two complete applications for appeal, one to the Planning Commission, and one to the BZA.² Mrs. Lewis received and accepted the appeal to the BZA for filing; however, while Mrs. Lewis received the appeal to the Planning Commission, she did not accept it for filing. In her August 19, 2010 letter, Mrs. Lewis "determined that this appeal should not be heard by the Planning Commission."

By way of Mrs. Lewis' August 19, 2010 letter to the undersigned, the Town made the Decision that is the subject of this Appeal, formally refusing to accept Ephesian's August 9, 2010 appeal to the Planning Commission, on the basis that only the BZA has jurisdiction to hear Ephesian's August 9, 2010 appeal.

IV. GROUNDS FOR APPEAL

Ephesian alleges that the Decision was improperly made, and is in error, because it is arbitrary and capricious, and contrary to the explicit provisions of Title 6, Chapter 29 of the SC Code (the "State Enabling Act") and the LMO. In

² Appeals were filed with both the Planning Commission and the BZA out of an abundance of caution, considering that the Town Staff, in past instances, has attempted to make determinations concerning the jurisdiction of the Planning Commission and the BZA.



making the Decision, the LMO Administrator has improperly assumed the roles of gatekeeper and key master for access to the Planning Commission, and has wrongfully restricted Ephesian's lawful access to the Planning Commission, in violation of applicable provisions of the State Enabling Act and the LMO.

While the BZA clearly has jurisdiction to hear certain appeals, those appeals are limited by the State Enabling Act to matters that arise under "the zoning ordinance".³ On the other hand, the Planning Commission has both the power and the duty to, among other things, "oversee the administration of the regulations [for the subdivision and development of land] that may be adopted as provided in [the State Enabling Act]."⁴ The zoning ordinance portions of the LMO are not the same as the subdivision and land development regulations portions of the LMO, and merely combining the zoning ordinance with the subdivision and land development regulations in one unified ordinance, such as the LMO, cannot, and does not, extend the appeal jurisdiction of the BZA beyond what is authorized by the State Enabling Act; and to the extent that LMO Section 16-2-305(A) purports to grant the BZA appeal jurisdiction over anything other than the zoning ordinance portion of the LMO, it is contrary to the State Enabling Act.

V. CONCLUSION

Ephesian asks that the BZA (a) consider the issues raised in this Appeal and the pertinent provisions of the SC Code, the LMO, and other applicable law, (b) find that the Decision is wrong and in error, and reverse the Decision, (c) find that appeals of administrative decisions by the Administrator on land development plans must be made to the Planning Commission, and (d) order the Administrator to accept for filing as of the tender date the appeal to the Planning Commission previously delivered to the Administrator for filing on August 9, 2010.

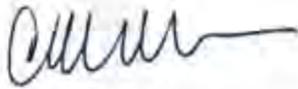
³ See SC Code Section 6-29-800(A)(1).

⁴ See SC Code Section 6-29-350(B)(2)(b).



Ephesian reserves the right to submit additional materials, documents, and information to the Planning Commission in connection with this Appeal.

Respectfully submitted on behalf of Ephesian this 7th day of September, 2010.



Chester C. Williams, Esquire
Law Office of Chester C. Williams, LLC
Suite 2
17 Executive Park Road
Post Office Box 6028
Hilton Head Island, SC 29938-6028
843-842-5411
843-842-5412 (fax)
Firm@CCWLaw.net



Exhibit A (1 Page)

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

Thomas D. Peoples
Mayor

Kenneth S. Heitzke
Mayor ProTem

Council Members

Willie (Bill) Ferguson
William D. Harkins
Drew A. Laughlin
John Safay
George W. Williams, Jr.

Stephen G. Riley
Town Manager

August 19, 2010

Mr. Chester C. Williams
17 Pope Avenue Executive Park Road
Unit 2
P.O. Box 6028
Hilton Head Island, SC 29938-6028



Dear Chet:

This letter is in response to APL100008 [an appeal to the Planning Commission of an administrative determination made by me in a letter to you dated July 28, 2010] which you submitted to the Town on August 9, 2010. I have reviewed your materials, the State Code and the Town's Land Management Ordinance (LMO) and have determined that this appeal should not be heard by the Planning Commission. My July 28th letter was clear that I was making an administrative determination and the LMO states that administrative determinations are appeals to the Board of Zoning Appeals. Further State Code states that approvals and disapprovals of land development plans may be appealed to the Planning Commission; my determination was clearly not an approval or disapproval of a land development plan.

I am returning the appeal materials to you and have requested a refund for the appeal application fee.

Sincerely,

Teri B. Lewis
LMO Official

Land Management Ordinance Sections used to make the administrative determination.

Sec. 16-3-309. Appeal

Staff approval or disapproval of a land development plan may be appealed to the Planning Commission by any party in interest. The Planning Commission must act on the appeal within 60 days of receipt of the appeal, and the action of the Planning Commission is final, except as appellate rights provided in section 6-29-1150(C) of the State Code of South Carolina.

(Revised 2/7/06--Ordinance 2006-02; Revised 1/15/08--Ordinance 2008-01; Revised 10/6/09--Ordinance 2009-33)

Sec. 16-3-607. Appeal

Staff approval or disapproval of a subdivision plan may be appealed to the Planning Commission by any party in interest. The Planning Commission must act on the appeal within 60 days of receipt of the appeal, and the action of the Planning Commission is final, except as appellate rights provided in section 6-29-1150(C) of the State Code of South Carolina.

(Revised 4/25/00--Ordinance 2000-13; Revised 1/15/08--Ordinance 2008-01; Revised 10/6/09--Ordinance 2009-33)

ARTICLE XX. APPEALS OF ADMINISTRATIVE DECISIONS

Sec. 16-3-2001. Who May Appeal

Any person aggrieved by a decision, interpretation or determination of the Administrator or the Planning Commission may bring an appeal to the Board of Zoning Appeals by filing an application with the Administrator. An aggrieved person is defined as any property owner within 350 feet of the property for which a decision or determination has been rendered, and may include persons owning property beyond 350 feet if it is determined by the Board of Zoning Appeals that such property owners may be affected by a decision or determination of the Administrator or the Planning Commission.

Sec. 16-3-2002. Deadline for Submission of Application

An application for appeal shall be filed (received by the Administrator or postmarked) within 14 calendar days of receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals.

(Revised 1/15/08--Ordinance 2008-01)

Sec. 16-3-2003. Action by Board of Zoning Appeals

At the conclusion of the proceeding on the appeal, the Board of Zoning Appeals shall take one of the following actions and make written findings consistent with the provisions of this Article:

(Revised 9/5/06--Ordinance 2006-19)

- A. Affirm the action of the Administrator or,
- B. Modify the action of the Administrator, and to that end, the Board of Zoning Appeals shall have all the powers of the Administrator, and may issue a permit or direct that a permit be issued; provided however that the affirmative vote of a majority of the Board of Zoning Appeals shall be required to modify the Administrative decision; or,

- C. Reverse the action of the Administrator, and to that end, the Board of Zoning Appeals shall have all the powers of the Administrator, and may issue a permit or direct that a permit be issued; provided however that the affirmative vote of a majority of the Board of Zoning Appeals shall be required to reverse the Administrative decision.

(Revised 4/2/02--Ordinance 2002-10)

Sec. 16-3-2004. Submission Requirements

An application for appeal shall consist of information necessary for the Board of Zoning Appeals to make a determination regarding the appeal request, including, but not limited to the following:

- A. An application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105.
- B. A written narrative explaining in detail the appeal requested and the reasons why an appeal should be granted.

(Revised 5/4/04--Ordinance 2004-22)

State Code Sections used to make the administrative determination.

SECTION 6-29-340. Functions, powers, and duties of local planning commissions.

(A) It is the function and duty of the local planning commission, when created by an ordinance passed by the municipal council or the county council, or both, to undertake a continuing planning program for the physical, social, and economic growth, development, and redevelopment of the area within its jurisdiction. The plans and programs must be designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of its area of jurisdiction. Specific planning elements must be based upon careful and comprehensive surveys and studies of existing conditions and probable future development and include recommended means of implementation. The local planning commission may make, publish, and distribute maps, plans, and reports and recommendations relating to the plans and programs and the development of its area of jurisdiction to public officials and agencies, public utility companies, civic, educational, professional, and other organizations and citizens. All public officials shall, upon request, furnish to the planning commission, within a reasonable time, such available information as it may require for its work. The planning commission, its members and employees, in the performance of its functions, may enter upon any land with consent of the property owner or after ten days' written notification to the owner of record, make examinations and surveys, and place and maintain necessary monuments and marks on them, provided, however, that the planning commission shall be liable for any injury or damage to property resulting therefrom. In general, the planning commission has the powers as may be necessary to enable it to perform its functions and promote the planning of its political jurisdiction.

(B) In the discharge of its responsibilities, the local planning commission has the power and duty to:

- (1) prepare and revise periodically plans and programs for the development and redevelopment of its area as provided in this chapter; and
- (2) prepare and recommend for adoption to the appropriate governing authority or authorities as a means for implementing the plans and programs in its area:

- (a) zoning ordinances to include zoning district maps and appropriate revisions thereof, as provided in this chapter;
- (b) regulations for the subdivision or development of land and appropriate revisions thereof, and to oversee the administration of the regulations that may be adopted as provided in this chapter;
- (c) an official map and appropriate revision on it showing the exact location of existing or proposed public street, highway, and utility rights-of-way, and public building sites, together with regulations to control the erection of buildings or other structures or changes in land use within the rights-of-way, building sites, or open spaces within its political jurisdiction or a specified portion of it, as set forth in this chapter;
- (d) a landscaping ordinance setting forth required planting, tree preservation, and other aesthetic considerations for land and structures;
- (e) a capital improvements program setting forth projects required to implement plans which have been prepared and adopted, including an annual listing of priority projects for consideration by the governmental bodies responsible for implementation prior to preparation of their capital budget; and
- (f) policies or procedures to facilitate implementation of planning elements.

SECTION 6-29-800. Powers of board of appeals; variances; special exceptions; remand; stay; hearing; decisions and orders.

(A) The board of appeals has the following powers:

- (1) to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;
- (2) to hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:
 - (a) there are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - (b) these conditions do not generally apply to other property in the vicinity;
 - (c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
 - (d) the authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.
 - (i) The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, if a variance is granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a given district, and if it does permit a variance, the governing body may require the affirmative vote of two-thirds of the local adjustment board members present and voting. Notwithstanding any other provision of this section, the local governing body may overrule the decision of the local board of adjustment concerning a use variance.

- (ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety, or general welfare;
- (3) to permit uses by special exception subject to the terms and conditions for the uses set for the for such uses in the zoning ordinance; and
 - (4) to remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.
- (B) Appeals to the board may be taken by any person aggrieved or by any officer, department, board, or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds for the appeal. If no time limit is provided, the appeal must be taken within thirty days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately must transmit to the board all the papers constituting the record upon which the action appealed from was taken.
 - (C) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed other than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.
 - (D) The board must fix a reasonable time for the hearing of the appeal or other matter referred to the board, and give at least fifteen days' public notice of the hearing in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the appeal or matter within a reasonable time. At the hearing, any party may appear in person or by agent or by attorney.

- (E) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end, has all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board, in the execution of the duties specified in this chapter, may subpoena witnesses and in case of contempt may certify this fact to the circuit court having jurisdiction.
- (F) All final decisions and orders of the board must be in writing and be permanently filed in the office of the board as a public record. All findings of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified mail.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Anne Cyran, *Senior Planner*
VIA: Teri B. Lewis, *AICP, LMO Official*
DATE: October 11, 2010
SUBJECT: APL100011 – Hilton Head Island Airport

Staff has received an appeal from Chester C. Williams on behalf of St. James Baptist Church, regarding the August 25, 2010 letter stating that the Tree Approval Application submitted by Beaufort County for the Hilton Head Island Airport was considered complete. Appeals of administrative determinations are to be heard by the Board of Zoning Appeals.

The appellant is appealing the Town's decision that the Tree Approval Application was complete. The record therefore consists of the following documents: Appeal Application, Appellant's Narrative titled Attachment 1, Determination Letter titled Exhibit A, Tree Approval Application and Narrative, Required Outside Agency Approvals, Invitation to Bid documents, and a copy of LMO Sections 16-3-404, 16-3-407, 16-3-408, and 16-4-403. We reserve the right to submit additional items in connection with this appeal.

If you have any questions, contact Anne Cyran at 341-4697 or annec@hiltonheadislandsc.gov.



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email CcW@CCWLaw.com

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(inactive)
ALSO MEMBER OHIO BAR
(inactive)

September 8, 2010

Teri B. Lewis, AICP
LMO Official
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

HAND DELIVERED

and

VIA EMAIL TO TeriL@HiltonHeadIslandSC.gov

RE: Appeal of Determination Regarding Completeness of Beaufort County Tree Approval Application for Hilton Head Island Airport – Our File No. 01245-007

Dear Teri:

We are pleased to deliver to you herewith for filing with the Town's Board of Zoning Appeals our appeal on behalf of our client, St. James Baptist Church, regarding the determination made in your August 25, 2010 letter to us that the Tree Approval Application submitted by Beaufort County for the Hilton Head Island Airport is complete. Also enclosed is our check for \$100.00 payable to the Town for the required filing fee for this appeal.

By way of his copy of this letter, we advise Roger A. DeCaigny, the Chairman of the Board of Zoning Appeals, of our filing of this appeal to the Board of Zoning Appeals on behalf of St. James Baptist Church.

Please let us know if you, your staff, or the Board of Zoning Appeals require any further information from or on behalf of our client with respect to this appeal or the enclosed motion.

With best regards, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW:skt
Enclosures

cc: Mr. Roger A. DeCaigny
Rev. Charles E. Hamilton, Sr.
Mrs. Fran White
Mr. Perry White



Town of Hilton Head Island
 Community Development Department
 One Town Center Court
 Hilton Head Island, SC 29928
 Phone: 843-341-4757 Fax: 843-842-8908
www.hiltonheadislandsc.gov

FOR OFFICIAL USE ONLY	
Date Received:	9/8/10
Accepted by:	<i>[Signature]</i>
App. #: APL	190011
Meeting Date:	

Applicant/Agent Name: St. James Baptist Church Company: Chester C. Williams, Attorney for the Applicant
 Mailing Address: Post Office Box 21883 City: Hilton Head island State: SC Zip: 29925
 Telephone: 843-681-6446 Fax: _____ E-mail: Firm@CCWLaw.net

APPEAL (APL) SUBMITTAL REQUIREMENTS

- Digital Submissions may be accepted via e-mail by calling 843-341-4757.** The following items must be attached in order for this application to be complete:
- A detailed narrative stating the Town Official or Body that made the decision, the date of the decision you are appealing, the basis for your right to appeal, the grounds of the appeal, and citing any LMO Section numbers relied upon; **and** a statement of the specific decision requested of the Board of Zoning Appeals. **See Attachment 1**
 - Any other documentation used to support the facts surrounding the decision. **See Attachment 1**
 - Filing Fee - \$100.00 cash or check made payable to the Town of Hilton Head Island.

To the best of my knowledge, the information on this application and all additional documentation is true, factual, and complete. I hereby agree to abide by all conditions of any approvals granted by the Town of Hilton Head Island. I understand that such conditions shall apply to the subject property only and are a right or obligation transferable by sale.

I further understand that in the event of a State of Emergency due to a Disaster, the review and approval times set forth in the Land Management Ordinance may be suspended.

Applicant/Agent Signature: *[Signature]* Date: September 8, 2010
 Chester C. Williams, Attorney for the Applicant.

THE TOWN OF HILTON HEAD ISLAND

BOARD OF ZONING APPEALS

2010 Public Meeting Schedule

BZA Powers and Duties	Application Procedure
<p>The Board of Zoning Appeals has the following powers:</p> <p>A. To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the administration or enforcement of Title 16 of the Municipal Code, Land Management Ordinance.</p> <p>B. To hear and decide requests for variance from the Design and Performance Standards of the Land Management Ordinance.</p> <p>C. To review and take action on applications for uses by special exception; and</p> <p>D. To review and take action on appeals of Planning Commission action on certain traffic analysis plans.</p>	<p>Applications for Variance and Special Exception must be completed and submitted not later than 45 days prior to the meeting at which the application will be considered. In addition, Applications for Appeal must be filed not later than 14 days from the date of the decision being appealed.</p> <p>An Application Check-In Conference is required for all applications to determine whether the application meets the minimum requirements for acceptance. Application Check-In Conferences must be scheduled by appointment with the Community Development Department staff.</p>

<u>BZA PUBLIC MEETING DATE</u>	<u>APPLICATION DEADLINE</u>
January 25, 2010	December 11, 2009
February 22, 2010	January 8, 2010
March 22, 2010.....	February 5, 2010
April 26, 2010.....	March 12, 2010
May 24, 2010	April 9, 2010
June 28, 2010.....	May 14, 2010
July 26, 2010.....	June 11, 2010
August 23, 2010.....	July 9, 2010
September 27, 2010.....	August 13, 2010
October 25, 2010.....	September 10, 2010
November 22, 2010.....	October 8, 2010
*December 20, 2010.....	November 5, 2010

** December 20th is the 3rd Monday of the month due to Christmas week*

Regular meetings are held on the 4th Monday of each month at 2:30pm in Council Chambers.

REQUEST FOR APPEAL PROCEDURES BEFORE THE BOARD OF ZONING APPEALS

Appeal of Administrative Decisions Request

This is a request to appeal to the Board of Zoning Appeals by any person aggrieved by a decision, interpretation or determination of the Administrator. The Board will also review and take action on appeals of Planning Commission action on certain traffic analysis plans. An aggrieved person is defined as any property owner within 350 feet of the property for which a decision or determination has been rendered, and may include persons owning property beyond 350 feet if it is determined by the Board of Zoning Appeals that such property owners may be affected by a decision or determination of the Administrator or the Planning Commission. An application for appeal shall be filed (received by the Administrator or postmarked) not later than 14 calendar days after receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals.

PROCEDURES

A. Submission of Application

1. Submit the application by the deadline indicated for each meeting on the Board of Zoning Appeals Public Hearing Schedule.
2. For an appeal of administrative decisions request, please submit the Appeal Application Form, along with the items listed as submittal requirements on that form.
3. An application check-in conference is required for all applications to determine whether the application meets the minimum requirements for acceptance. The application check-in conference must be scheduled by appointment with the Community Development Department staff.

B. Public Notice Requirements

1. Public notice to be published is required for an appeal request.
2. **Published Notice** - A Public Notice shall be placed by the Administrator in a local newspaper of general circulation within the Town for not less than 30 calendar days prior to the meeting for the purpose of notifying the public.

C. Staff Review and Report

1. In an appeal, the Administrator will prepare a staff report which provides in detail staff's decision/interpretation of the LMO.
2. The Administrator shall provide a copy of the report to the Board of Zoning Appeals and the appellant (applicant) before the scheduled meeting.

D. Meeting Before the Board of Zoning Appeals

1. The Board is comprised of seven members, appointed by Town Council.
2. The Chairman of the Board opens the meeting and reads the procedures to be followed during the meeting.
3. In an appeal, staff will present the Administrator's interpretation of the LMO. The applicant will then have an opportunity to present why they are appealing staff's decision.
4. The Board may have questions for Town staff or the applicant.
5. The Board will then deliberate until a decision is reached. During the deliberations by the Board, Board members may address questions to staff or the applicant, but no person shall participate in these discussions unless addressed by the Chairman or a Board member.
6. The Chairman will then ask for a motion.
7. In an appeal, at the conclusion of the proceeding on the appeal, the Board will either: affirm the action of the Administrator, modify the action of the Administrator, or reverse the action of the Administrator.

E. Written Notification of Decision

1. Within 10 calendar days after a decision has been made by the Board of Zoning Appeals, a copy of the written decision shall be sent to the applicant or appellant and the property owner.
2. A copy of the notice shall be filed in the office of the Administrator, where it shall be available for public inspection during regular office hours.

F. Appeals from the Decision of the Board of Zoning Appeals

1. A person who may have a substantial interest in any decision of the Board of Zoning Appeals, or an officer or agent of the appropriate governing authority may appeal from a decision of the Board to the Circuit Court of Beaufort County. The appeal must be filed within 30 days after the decision of the Board is mailed.
2. A property owner whose land is the subject of a decision of the Board of Zoning Appeals may appeal to the Circuit Court of Beaufort County or by filing a notice with the circuit court accompanied by a request for pre-litigation in mediation. The notice of appeal and request for pre-litigation in mediation must be filed within 30 days after the decision of the board is mailed.

decision or determination (the "Decision") made by Teri B. Lewis, AICP, LMO Administrator for the Town of Hilton Head Island (the "Town"), that the August 18, 2010 Tree Approval Application (the "Tree Application") of Beaufort County (the "County") regarding the Hilton Head Island Airport, and is submitted for inclusion in the record of this Appeal, and for review by the Planning Commission. The Decision is set forth in the August 25, 2010 letter from Mrs. Lewis to the undersigned, Chester C. Williams, attorney for the Church.¹ This Appeal seeks relief from the Decision by which Mrs. Lewis has determined that the Application is considered to be complete.

III. BACKGROUND

The County filed the Tree Application with the Town on or about August 20, 2010. On August 23, 2010, the undersigned, on behalf of the Church, requested that Mrs. Lewis advise the Church when she had determined if the Tree Application was complete. By way of her August 25, 2010 letter, Mrs. Lewis made such a determination.

IV. GROUNDS FOR APPEAL

The Church alleges that the Decision was improperly made, and is in error, because it is arbitrary and capricious, and contrary to the explicit provisions of the Town's Land Management Ordinance (the "LMO"), in that the Tree Application is not complete.

The Church alleges that the Tree Application does not comply with the requirements of LMO Section 16-3-404(A) and LMO Section 16-4-403(C)(2)(a), as amended on May 4, 2010. Specifically, the Tree Application (1) is not on approved application form published by the Administrator, (2) contains a written narrative that is incomplete because it does not adequately address tree

¹ A copy of the August 25, 2010 letter from Mrs. Lewis is attached to this Narrative as Exhibit A.



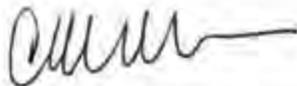
protection and replacement, (3) includes an inadequate site plan, (4) does not, or may not, include copies of all required permits from other agencies, and (5) does not include a mitigation plan.

V. CONCLUSION

The Church asks that the Board of Zoning Appeals (a) consider the issues raised in this Appeal and the pertinent provisions of South Carolina law, the LMO, and other applicable law, (b) find that the Decision is wrong and in error, and reverse the Decision, (c) find that the Tree Application is incomplete, and (d) order the Administrator to inform the County that the Tree Application is incomplete.

The Church reserves the right to submit additional materials, documents, and information to the Board of Zoning Appeals in connection with this Appeal.

Respectfully submitted on behalf of St. James Baptist Church this 8th day of September, 2010.



Chester C. Williams, Esquire
Law Office of Chester C. Williams, LLC
17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
843-842-5411
843-842-5412 (fax)
Firm@CCWLaw.net



Exhibit A (1 Page)

TOWN OF HILTON HEAD ISLAND
One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4600 Fax (843) 842-7228
[Http://www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

VIA E-MAIL

August 25, 2010

Mr. Chester C. Williams
17 Pope Avenue Executive Park Road
Unit 2
P.O. Box 6028
Hilton Head Island, SC 29938-6028

Dear Chet:

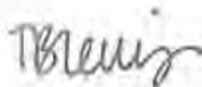
This letter is in regard to your correspondence dated August 23, 2010 regarding Beaufort County's tree approval application for the Hilton Head Island Airport. Sally Krebs and I reviewed the submitted application on August 20, 2010 and determined that the required items were submitted and thus the application is considered to be complete. Sally is currently reviewing the application to determine whether any of the documents need to be corrected before she can issue an approval letter related to the application. At such time that there are any documents between staff or between Beaufort County and staff related to this application, I will provide those to you; at this time there are no other documents other than those that are part of the submitted application.

Once the application is determined to be approvable, Sally will issue an approval letter to the applicant. As Charles Cousins discussed with you yesterday, staff does not intend to wait until a noise study is completed before issuing an approval for the tree pruning and removal project. The County has stated several times that they do not intend to begin the project before the initial noise readings are obtained.

A community meeting with the Hilton Head Island Airport master plan consultant [Talbert & Bright] and their subcontractor [Andy Harris] has been scheduled for Friday, September 10, 2010 at 4pm at the Hilton Head Island branch of the Beaufort County Library. At this meeting, the subcontractor will discuss his methodology and answer questions from the public; the noise study readings are intended to commence over the following three days at four pre-determined sites around the airport.

I have attached a copy of the full tree approval application for your review.

Sincerely,



Teri B. Lewis
LMO Official



County Council of Beaufort County
Hilton Head Island Airport – www.hiltonheadairport.com
Beaufort County Airport – www.beaufortcoairport.com
120 Beach City Road - Post Office Box 23739
Hilton Head Island, South Carolina 29925-3739
Phone: (843) 255-2950 - Fax: (843) 689-5411

August 18, 2010

Ms. Teri Lewis
LMO Official
Community Development Department
One Town Center Court
Hilton Head Island, SC 29928

Dear Ms. Lewis:

Attached is the executed Master Application Form for removal of tree obstructions on-airport property within the 1:34 approach slope at the Hilton Head Island Airport. Work on this project is expected to commence around October 1, 2010. Also attached to the permit application is correspondence from Wilbur Smith Associates regarding the freshwater wetlands delineation, USACE, SCDHEC/OCRM, and the Catawba Indian Nation all of which pertain to this particular project. A copy of the project plans and specifications have also been provided. Work will not start before initial noise assessment readings have been taken. Please advise if any additional information is needed in order to issue the permit.

Sincerely,

Paul A. Andres
Director of Airports

Cc w/o attachments: Gary Kubic
Rob McFee

**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
MASTER APPLICATION FORM**

ONE TOWN CENTER COURT • HILTON HEAD ISLAND, SC 29928 • 843-341-4757 • FAX 843-842-8908

Please TYPE or PRINT legibly

NAME OF DEVELOPMENT or BUSINESS Hilton Head Island Airport

STREET ADDRESS 120 Beach City Road

ZONING DISTRICT IL OVERLAY DISTRICT AOD, COR

TAX DISTRICT _____ MAP 8 PARCEL (S) 85

LAND OWNER _____ APPLICANT _____ AGENT _____

Gary Kubic _____ Paul Andres _____ _____

NAME Beaufort County _____ Hilton Head Island Airport _____ _____

COMPANY _____ _____ _____

MAILING ADDRESS PO Drawer 1228 _____ 120 Beach City Road _____ _____

Beaufort _____ SC _____ 29901 _____ Hilton Head Island, SC 29926 _____ _____

CITY STATE ZIP _____ _____ _____

843 255 2026 _____ 843 255 2950 _____ _____

TELEPHONE _____ FAX _____

Bus License # _____ Bus License# _____

(For DRB, DR & SUB Only) (For DRB, DR & SUB Only)

EMAIL ADDRESS _____ EMAIL ADDRESS _____ EMAIL ADDRESS _____

*** A CHECK-IN CONFERENCE IS REQUIRED FOR THESE ITEMS. SEE LMO 16-3-104 FOR MORE INFORMATION. ATTACH THE NECESSARY SUPPLEMENTAL FORM(S).**

- | | |
|---|---|
| <input type="checkbox"/> APPEAL * | <input type="checkbox"/> ZONING MAP AMENDMENT * |
| <input type="checkbox"/> DEVELOPMENT PLAN REVIEW (DPR)* | <input type="checkbox"/> DESIGN REVIEW BOARD |
| <input type="checkbox"/> PLANNED UNIT DEVELOPMENT * | <input type="checkbox"/> PUBLIC PROJECT |
| <input type="checkbox"/> SPECIAL EXCEPTION * | <input type="checkbox"/> SIGN PERMIT |
| <input type="checkbox"/> SUBDIVISION * | <input checked="" type="checkbox"/> TREE APPROVAL |
| <input type="checkbox"/> VARIANCE * | <input type="checkbox"/> WETLAND ALTERATION |
| <input type="checkbox"/> ABBREVIATED DPR* | <input type="checkbox"/> EXPEDITED DPR* |

Are there recorded private covenants and/or restrictions that are contrary to, conflict with, or prohibit the proposed request?
 YES NO

If so, a copy of the private covenants and/or restrictions must be submitted with this application.

TO THE BEST OF MY KNOWLEDGE, THE INFORMATION ON THIS APPLICATION AND ALL ADDITIONAL DOCUMENTATION IS TRUE, FACTUAL AND COMPLETE. I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF ANY APPROVALS GRANTED BY THE TOWN OF HILTON HEAD ISLAND. I UNDERSTAND THAT SUCH CONDITIONS SHALL APPLY TO THE SUBJECT PROPERTY ONLY AND ARE A RIGHT OR OBLIGATION TRANSFERABLE BY SALE.

Paul Andres _____ 8/18/2010 _____
 SIGNATURE DATE

I UNDERSTAND THAT IN THE EVENT OF A STATE OF EMERGENCY, DUE TO A DISASTER, THOSE REVIEW & APPROVAL TIMES SET FORTH IN THE LAND MANAGEMENT ORDINANCE MAY BE SUSPENDED.

Paul Andres _____ 8/18/2010 _____
 SIGNATURE DATE

FOR OFFICIAL USE ONLY

DATE RECEIVED: _____
 ACCEPTED BY: _____ MASTER TRACKING NUMBER: _____

**TOWN OF HILTON HEAD ISLAND
COMMUNITY DEVELOPMENT DEPARTMENT
TREE APPROVAL
SUPPLEMENTAL APPLICATION FORM**

THIS FORM MUST BE ACCOMPANIED BY A MASTER APPLICATION FORM.

Please TYPE or PRINT legibly

NAME OF DEVELOPMENT Hilton Head Island Airport – On Airport Tree Removal _____

THE FOLLOWING ITEMS MUST BE ATTACHED IN ORDER FOR THIS APPLICATION TO BE COMPLETE. SEE LMO SECTION 16-3-404 FOR MORE INFORMATION.

- NA TREE SURVEY
- SITE PLAN OR BUILDING OVERLAY
- NA GRADING & DRAINAGE PLANS
- NA COMPLETED TOWN APPROVED TREE TALLY SHEET
- WRITTEN NARRATIVE
- NA UTILITY LINES PLAN SHOWING TREES

* ALL DEVELOPMENTAL PLAN REVIEW, SUBDIVISION REVIEW AND PUBLIC PROJECT REVIEW APPLICATIONS MUST INCLUDE A JURISDICTIONAL WETLAND DETERMINATION LETTER FROM THE ARMY CORPS OF ENGINEERS.

NOTE: PLEASE READ TREE APPROVAL INFORMATION SHEET BEFORE FILLING OUT THIS APPLICATION.

FOR OFFICIAL USE ONLY

DATE RECEIVED: _____
ACCEPTED BY: _____

TIME: _____
MASTER TRACKING NUMBER: _____

NARRATIVE

Beaufort County proposes to prune and remove trees to accommodate the 1:34 slope for Runway 21 at the Hilton Head Island Airport. The pruning and removal will occur both on and off airport property. According to the survey data, it is estimated that approximately 1,400 trees will be affected on airport property and approximately 971 trees will be affected off airport property during this project. This project will be phased starting with on airport property first and then moving to off airport property second. This application is for on airport property only. A separate application will be submitted for off airport property. Since grading and grubbing are not contemplated as a part of this project, silt fence will not be required. Care will be taken to preserve understory vegetation during this project.

The wetlands, wetland buffers and other required buffers will be flagged and an inspection set with the Town of Hilton Head Island prior to the start of any tree pruning or removal. Mechanized vehicles shall not be allowed in any wetlands or required buffers during the tree pruning or removal process. Landscape mitigation plans will be prepared as a part of this project according to the approved schedule.



August 13, 2010

Mr. Paul Andres, Airports Director
Hilton Head Island Airport
Post Office Box 23739
Hilton Head Island, South Carolina 29925

Subject: Hilton Head Island Airport (HXD)
On-Airport Tree Obstruction Removal – Runway 21 Approach
IFB #2988/110707 – Town of Hilton Head Island Permit Application

Dear Mr. Andres:

The information and data needed for application to the Town of Hilton Head Island for a permit to remove on-airport tree obstructions have been provided to you. The following documents were provided:

- Construction Plans
- Project Manual & Addendum
- USACE Correspondence and Permit
- SCDHEC/OCRM Correspondence and Permit
- Catawba Indian Nation Correspondence

Additionally, we met with you and the Town on August 12, 2010, to provide an overview of the project, especially with respect to the Land Management Ordinance and compliance therewith. At that meeting we also addressed two specific items that the Town requested in earlier correspondence: (1) a question about the acreage of fresh water wetlands identified in the EA and the relationship between those wetlands and the platted on-airport wetlands, and (2) the question of whether information requested by the Catawba Indian Nation during the development of the EA was sent to them. The following is a summary of those issues.

- (1) Freshwater Wetlands – During development of the EA approximately 118 acres of wetlands were identified to lie within proximity to the airport. As the focus narrowed, approximately 35 acres were determined to be in closer proximity to the airport, with about 20 acres lying within the limits of the approach surface. Of those approximately 20 acres three of the smaller areas lie within the actual project work area. Two of those three are on airport property, a 0.99-acre wetland lying south of Dillon Road and an isolated 0.06 acre wetland lying further south toward the runway. Those two wetlands were platted and sent to the USACE which issued a jurisdictional determination, a copy of which has been provided. The third wetland (approximately 0.25 acre in size) lies within the project area, but off airport property. It is connected to the on-airport 0.99-acre wetland via a drainage culvert under Dillon Road. WSA has

delineated that wetland and is in the process of preparing a plat and application to the USACE for a jurisdictional determination.

- (2) Catawba Indian Nation – The EA contains correspondence with the Catawba Indian Nation. A letter received from them requested additional information about the project. The requested information was sent to them under cover of a letter dated January 13, 2009. There was no further response from them about the project. A copy of the letter and requested information has been provided to you for submittal to the Town with the permit application, as noted above.

I understand that you will forward the copy of documents we have provided with your permit application to the Town.

Please let me know if we may be of further assistance in this matter.

Sincerely,



Charles F. Stearns, PE
Transportation Design Manager



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
69-A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

August 12, 2010

Regulatory Division

Wilbur Smith Associates
Attn: Mr. Charles F. Stearns
P.O. Box 92
Columbia, South Carolina 29202-0092

Dear Mr. Stearns:

This is in response to your recent letter wherein you inquired as to the necessity of obtaining a Department of the Army permit for the removal of tree obstructions within the approach of Runway 21 at the Hilton Head Airport on Hilton Head Island, Beaufort County, South Carolina.

In your letter dated June 24, 2010, you indicate that the trees within the wetlands on the Hilton Head Airport property will be removed by cutting the trees as close as possible to the surface of the ground without disturbing the ground. In addition, you indicate that no stump grinding or stump removal will occur, no mechanized vehicles will be allowed within the wetlands and all of the cut trees and trimmed material will be removed from the wetlands. Based on the activities described, the project will not involve work in a Navigable Water of the United States, nor will it entail the placement of fill material in wetlands/waters of the United States. Therefore, a Department of the Army permit is not required, and you may proceed with the project.

In future correspondence concerning this matter, please refer to SAC 2008-1490-1JT. You may need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management (OCRM). A copy of this letter is being forwarded to that agency for their information. The address for this agency is provided on the enclosed list for your convenience.

If you have any questions concerning this matter, please contact Tracy Dotolo Sanders at 843-329-8044 or toll free (outside of the Charleston area) at 1-866-329-8187.

Respectfully,

A handwritten signature in cursive script that reads "Debra King".

Debra King
Watershed Manager

Copy Furnished:

South Carolina Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29305

Andres, Paul

From: Christine Koczera [koczerc@dhec.sc.gov]
Sent: Tuesday, July 13, 2010 12:14 PM
To: Shannon Hicks; Blair N. Williams; Charles F Stearns
Cc: Andres, Paul
Subject: RE: DHEC-OCRM Website

Hi Charlie,

I am writing in response to your letter dated June 24, 2010 regarding the tree obstruction removal within the boundaries of the FAA approach surface for Hilton Head Airport (HXD) in Beaufort County, SC. Based on the summary provided in your letter, both the Wetland and Stormwater Sections have determined that this work will not result in any wetland impacts or need a land disturbance permit. Therefore, no action is required by OCRM at this time. Any additional work conducted outside the scope described in your summary, may require DHEC/OCRM's approval. Please let me know if you have any questions or concerns.

Thank You,

Christine Koczera

Christine Koczera
Stormwater Permit Coordinator
Regulatory Division
Stormwater and State Certification Section
SC DHEC/Ocean and Coastal Resource Mgt.
Phone: 843-953-0702, Fax: 843-953-0260 or 0259
Email: koczerc@dhec.sc.gov

Please take our customer satisfaction survey: <http://www.scdhec.gov/environment/ocrm/permit/>

a

>>> "Stearns, Charles F" <CSTEARNS@wilbursmith.com> 6/25/2010 5:15 PM >>>

Thanks Shannon.

Blair, I shipped a package to the Charleston office yesterday which should arrive NLT Monday, June 28 via UPS 2nd Day service, for the following project:

Hilton Head Island Airport (HXD), Tree Obstruction Removal Runway 21 Approach

It is not addressed to you since I didn't know to whom it should go until after speaking with Shannon today. I believe that the request contained therein will be self explanatory, however, please give me a call when you have had a chance to look at it and if you have questions about the proposed project.

Thank you.

Charlie

Charles F. Stearns, PE
Vice President
Transportation Design Manager



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
89A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

RECEIVED
OCT 24 2008

October 22, 2008

Regulatory Division

Mr. James Gentry
Ward Edwards
138 Canal Street Suite 304
Pooler, Georgia 31322

Re: SAC 2008-1480-1JT
Beaufort County

Dear Mr. Gentry:

This is in response to your letter of July 17, 2008, requesting a wetland determination on behalf of Beaufort County for a 35.17 acre tract located on Beach City Road near the Hilton Head Airport in Hilton Head, Beaufort County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by Ward Edwards, dated June 3, 2008, and entitled "A WETLAND EXHIBIT NORTHERN PORTION OF THE HILTON HEAD AIRPORT PROPERTY".

This plat depicts surveyed boundaries of wetlands or other waters of the United States as established by your office. You have requested that this office verify the accuracy of this mapping as a true representation of wetlands or other waters of the United States within the regulatory authority of this office. The property in question contains 1.05 acres of federally defined jurisdictional freshwater wetlands or other waters of the United States subject to the jurisdiction of this office. The location and configuration of these areas are reflected on the plat referenced above.

Based on a review of aerial photography and soil survey information, it has been determined that the surveyed jurisdictional boundaries shown on the referenced plat are an accurate representation of jurisdictional areas within our regulatory authority. This office should be contacted prior to performing any work in these areas. Enclosed is a form describing the basis of jurisdiction for the areas in question. You should also be aware that these areas may be subject to restrictions or requirements of other state or local governmental entities.

If a permit application is forthcoming as a result of this delineation, a copy of this letter, as well as the verified survey plat, should be submitted as part of the application. Otherwise, a delay could occur in confirming that a delineation was performed for the permit project area.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. This approved jurisdictional determination is an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

In future correspondence concerning this matter, please refer to SAC 2008-1490-1JT. You may still need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, OCRM. A copy of this letter is being forwarded to them for their information.

If you have any questions concerning this matter, please contact Tracy C. Dotolo at 843-329-8044 or toll free (outside of the Charleston area) at 1-866-329-8187.

Respectfully,

Debra King

Debra King
Watershed Manager

Enclosures
Basis for Jurisdiction
Notification of Appeal Options

Copy Furnished:
S.C. Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29407

Beaufort County
100 Ribault Road
Beaufort, SC 29902

July 11, 2008

Ms. Debby King
U.S. Army Corps of Engineers, Charleston District
69A Hagood Avenue
Charleston, S.C. 29403-5107

**SUBJECT: Wetland Approximation Request
Hilton Head Airport, Runway 21, Approx. 118.31 Acres
Beaufort County, South Carolina
WEI Project: 060070**

Dear Ms. King:

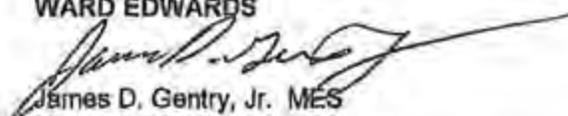
Ward Edwards Inc. (WEI) is requesting wetland approximation for the above referenced project which is north of, southwest of, and adjacent to the intersection of Beach City Road and Fish Haul Road in the Town of Hilton Head Island, Beaufort County. This parcel is owned by various property owners; however, these parcels are located within the active approach area of Runway 21 at the Hilton Head International Airport. Studies are currently being conducted to assess this approach and Federal Aviation Administration requirements. As part of this research, the location and size of potential wetland areas must be determined to determine the need for potential future wetland impacts.

Access to the parcels in limited and observations were conducted through vehicular tours of areas with public access. Onsite observations were correlated with available GIS data including, but not limited to National Wetland Inventory Maps, Natural Resource Conservation Service soils maps, available infrared photography, and U.S. Geological Survey topographical maps.

Please find attached the verification package containing the location map, soils map, and verification request form.

If you have any questions regarding the enclosed report or this project, please do not hesitate to contact me at (843) 837-5250, Ext. 129 or my mobile, 843-384-5281. Thank you for your consideration.

Sincerely,
WARD EDWARDS


James D. Gentry, Jr. MES
Wetland Scientist

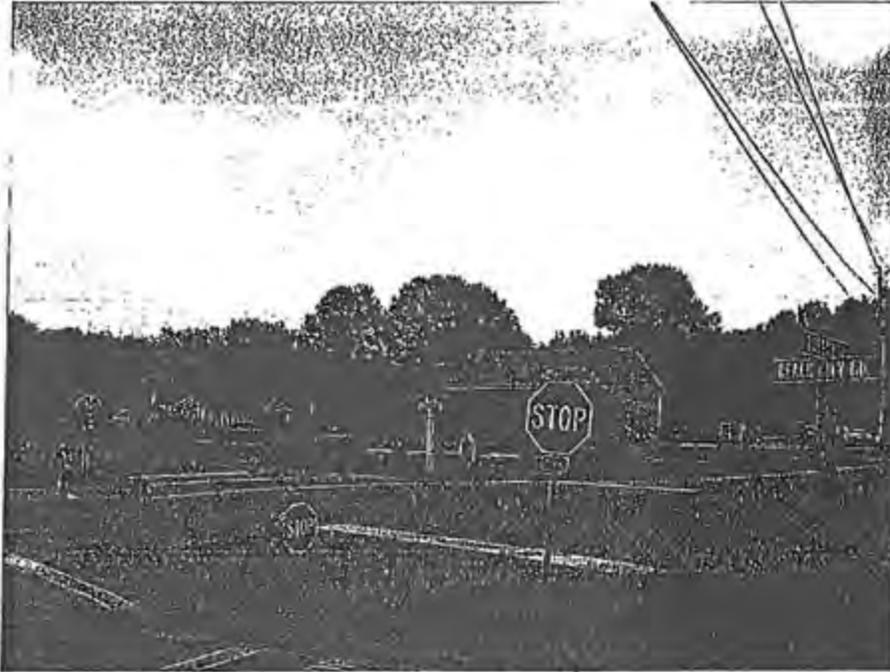
Attachments: Wetland Approximation, Hilton Head Airport, Beaufort County, S.C.
USACE wetland verification package.



View northwest across Fish Haul Road



View west of active construction from Beach City Road



View northeast of the intersection of Fish Haul Road and Beach City Road

REQUEST FOR WETLANDS DETERMINATION

Date: 7-7-08

County: Beaufort

Total Acreage of Tract: Approx 118.31 acres

Project Name (if applicable): Hilton Head Airport Approximation

Property Owner
(name, address, phone):

Beaufort County
100 Ribault Rd
Beaufort, SC 29902

Agent/Developer/Engineer
(name, address, phone):

Attn: Jim Gentry
Wood Edwards
138 Canal St, Suite 309
Porter GA 31322

Status of Project (check one):

- On-going site work for development purposes
- Development in planning stages
- No specific development plans at this time

Project Type - Indicate the proposed use of the land in question or, if no specific work is planned at present, indicate the current zoning or land use at the site. (check one):

- Residential
- Commercial
- Mixed Use (Residential + Commercial)
- Industrial
- Agriculture
- Public Works
- Silviculture
- Aquaculture
- Other: includes county property

Information Required to Accompany Request - Check the items submitted - forward as much information as is available. At a minimum, the first two items must be forwarded:

- Accurate Location Map (from County Map, USGS Quad Sheet, etc.)
- Survey Plat or Tax Map of the Property in Question
- Soil Survey Sheet (from USDA-NRCS) or Aerial Photo (from County Assessor's Office or other source).
Property boundaries should be show on the soil survey / photo.
- Topographic Survey
- Conceptual Site Plan for the Overall Development.

Endangered Species Evaluation:

Has the site been evaluated for the presence of federally protected (endangered, threatened or proposed) species and/or any proposed or designated critical habitat for such species? YES NO

If Yes, has this evaluation been coordinated with the US Fish and Wildlife Service (FWS)? YES NO

If coordination has occurred, please provide the FWS Log number and enclose a copy of the report:

FWS Log Number: _____ Copy of Report enclosed? YES NO

If the evaluation has not been coordinated with the US FWS, enclose a copy of your report of findings.

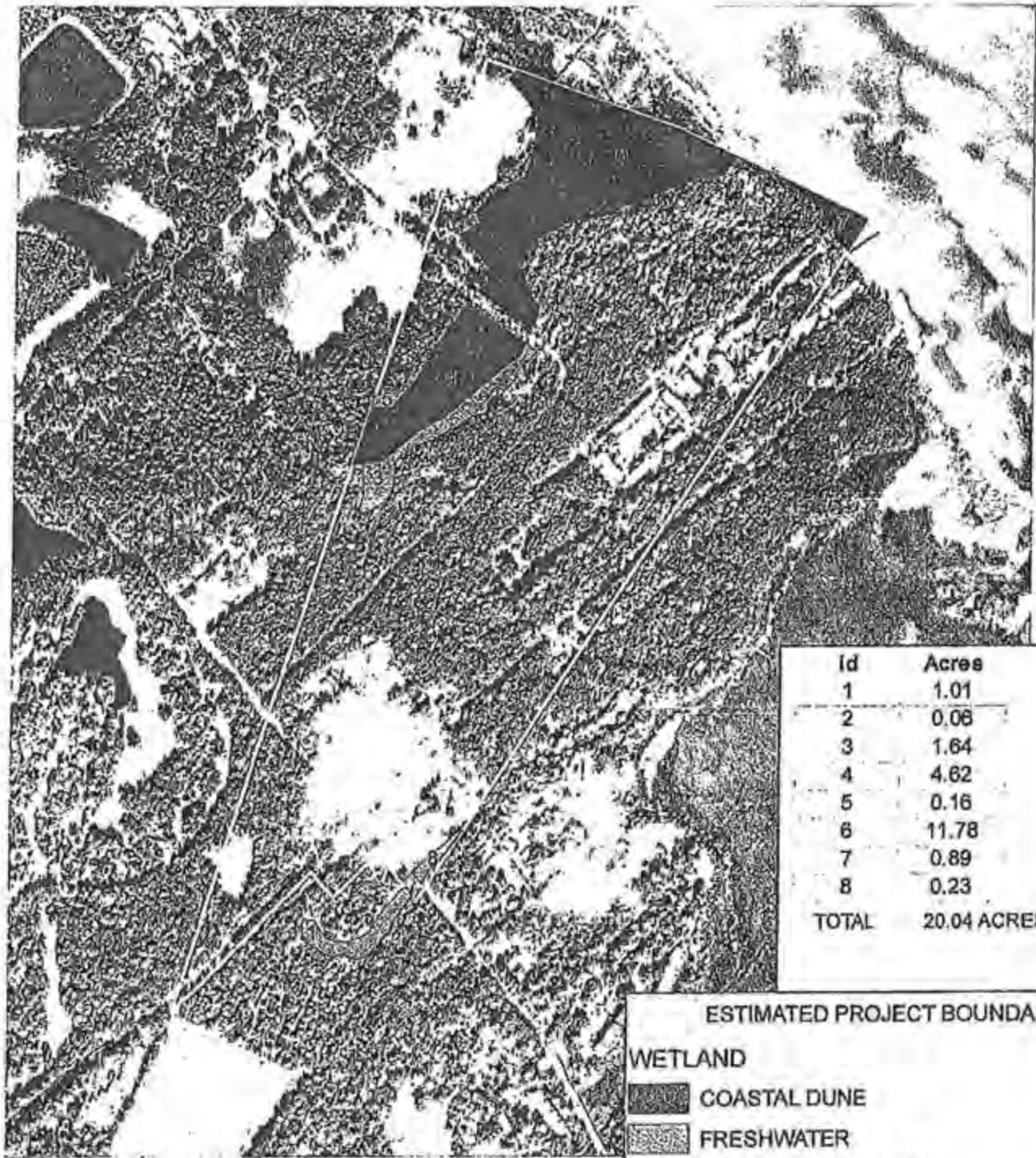
IMPORTANT NOTE: Legible printed name and signature required. The person signing this form must be the present property owner or have the specific authority of the property owner to authorize Corps of Engineers employees or their agents to enter onto the property for on-site investigations if such is deemed necessary.

Do not sign this form unless you are the owner, or have the specific authority of the property owner.

The signature of the owner or authorized agent on this form constitutes prior consent to disclose these records to other federal, state or local governmental agencies and the public at large.

PRINTED NAME of person signing this form, below: James R. Gentry Jr.

Signature of Property Owner or Authorized Agent: 



Id	Acres
1	1.01
2	0.08
3	1.64
4	4.62
5	0.16
6	11.78
7	0.89
8	0.23
TOTAL	20.04 ACRES

ESTIMATED PROJECT BOUNDARY

WETLAND

 COASTAL DUNE

 FRESHWATER

 OCRM CRITICAL AREA



ENGINEERING - PLANNING - SCIENCE - SURVEYING

19 Woodburn Plaza/Ste D
 Phone: (843) 677-4325
 Myrtle, SC 29576

4513 Park Avenue
 Port Royal, SC 29924
 Phone: (810) 323-6220

138 Canal Street
 Suite 304
 Phone: (910) 350-0020
 Pook, NC 27132

WETLAND APPROXIMATION
 HILTON HEAD AIRPORT HXD EA RUNWAY 21
 HILTON HEAD, BEAUFORT COUNTY, S.C.
 WEI # 080026

FIGURE 4

THIS MAP WAS COMPILED
 BY USING VARIOUS DATA
 SOURCES. NO ACCURACY
 IS STATED OR IMPLIED.

THE WETLANDS PORTRAYED
 IN THIS MAP HAVE NOT BEEN
 VERIFIED BY THE US ARMY
 CORPS OF ENGINEERS AND
 ARE SUBJECT TO CHANGE.

0 350 700 1,400 Feet



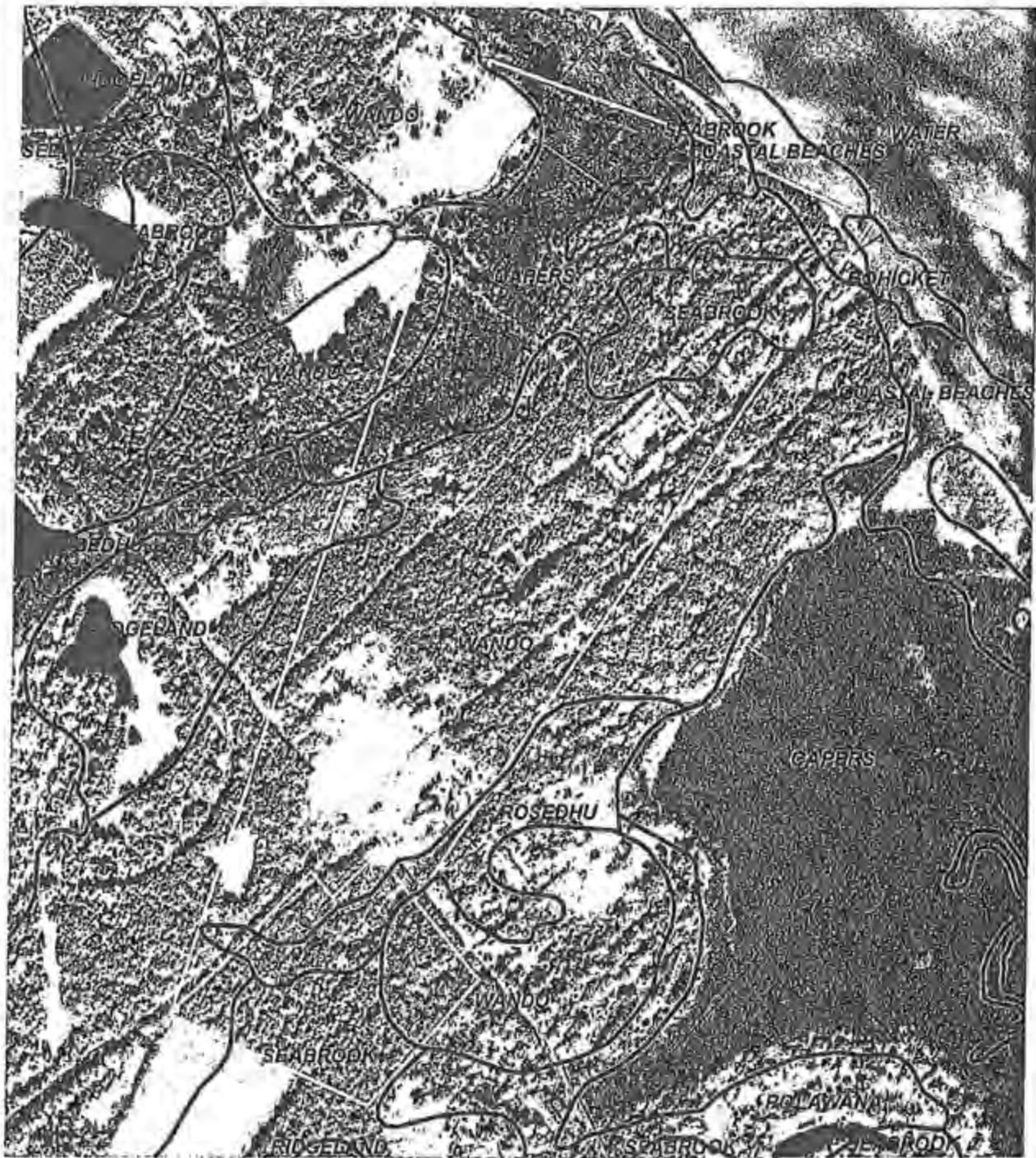


FIGURE 6

THIS MAP WAS COMPILED BY USING VARIOUS DATA SOURCES. NO ACCURACY IS STATED OR IMPLIED.

THE WETLANDS PORTRAYED IN THIS MAP HAVE NOT BEEN VERIFIED BY THE US ARMY CORPS OF ENGINEERS AND ARE SUBJECT TO CHANGE.

WARD EDWARDS

ENGINEERING • PLANNING • SCIENCE • SURVEYING

18 Buckingham Plantation Cir
Florence (843) 671-5235
Milton, SC 29510

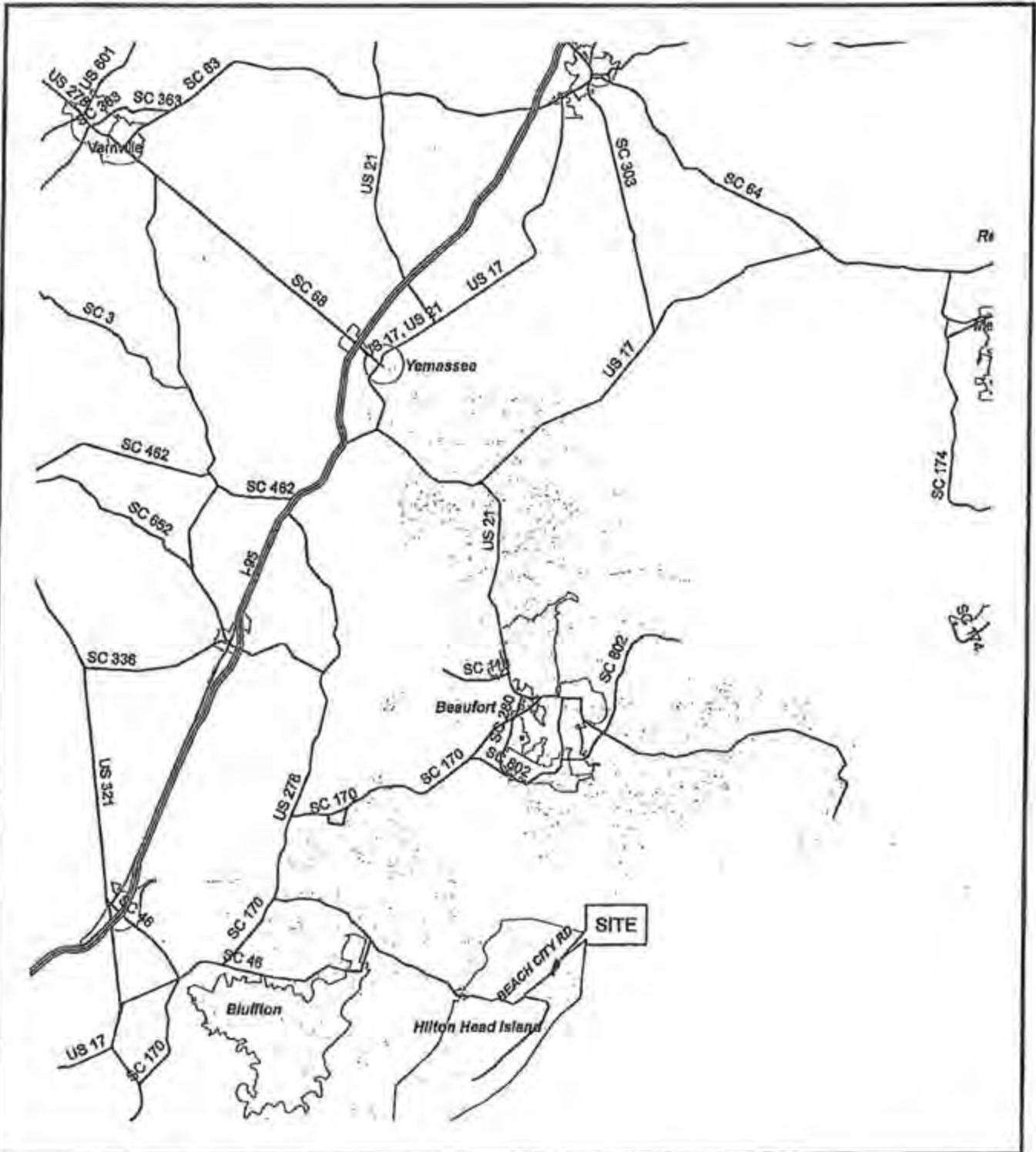
1819 Park Avenue
Port Royal, SC 29921
Phone: (843) 322-6020

132 Canal Street
Suite 204
Foster, GA 31323
Phone: (615) 316-0019

NRCS DIGITAL SOILS MAP
HILTON HEAD AIRPORT HXD EA RUNWAY 21
HILTON HEAD, BEAUFORT COUNTY, S.C.
WEI # 080026

0 350 700 1,400 Feet





ENGINEERING • PLANNING • SCIENCE • SURVEYING

10 Buckingham Plantation Dr
Bluffton, SC 29910
Phone: (843) 837-3280

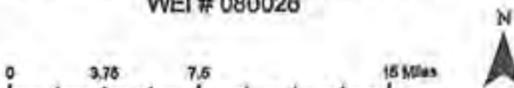
1815 Palmetto Avenue
Fort Royal, SC 29935
Phone: (843) 322-6020

128 Canal Street
Suite 304
Pocahontas, VA 22650
Phone: (540) 550-0028

LOCATION MAP 1
HILTON HEAD AIRPORT HXD EA RUNWAY 21
HILTON HEAD, BEAUFORT COUNTY, S.C.
WEI # 080028

THIS MAP WAS COMPILED
BY USING VARIOUS DATA
SOURCES. NO ACCURACY
IS STATED OR IMPLIED.

THE WETLANDS PORTRAYED
IN THIS MAP HAVE NOT BEEN
VERIFIED BY THE US ARMY
CORPS OF ENGINEERS AND
ARE SUBJECT TO CHANGE.



NOW OR FORMERLY GREENWOOD DEVELOPMENT CORPORATION
 REGD. OFF. 000-000-0027--0000

HILTON HEAD ISLAND AIRPORT PROPERTY
 REGD. OFF. 000 0000 0000

PARCEL 7 NOW OR FORMERLY JOHN CUTCLIFFE
 REGD. OFF. 000-000-2714--0000

NOW OR FORMERLY CORNELIA STEVENS RUBY GROOVER
 REGD. OFF. 000-000-0019--0000

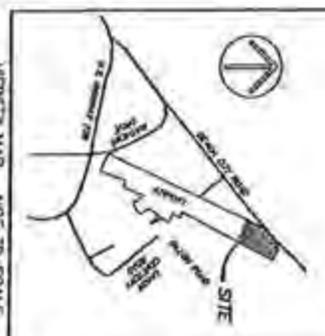
NORTHERN PORTION OF HILTON HEAD ISLAND AIRPORT PROPERTY
 REGD. OFF. 000 0000 0000

NOW OR FORMERLY GREENWOOD DEVELOPMENT CORPORATION
 REGD. OFF. 000-000-0029--0000

LEGEND:
 ▲ WETLAND FLAG
 ▽ WETLAND POINT OF BEGINNING
 ▨ WETLAND



BASED ON REF. MAP Y



VICINITY MAP NOT TO SCALE



NOTES:

1. THE LOT LIES IN FLOOD ZONE A-7 (MFL. EL. 14.07) ZONES B & C, NOT SPECIAL FLOOD HAZARD AREAS. FOR FIRM PANEL NO. 8-0, COMMUNITY NO. 450250, DATED 9/29/88.
2. THIS PARCEL IS A PORTION OF TAX PARCEL NUMBER 000 000 000 0000.
3. WETLANDS SHOWN WERE FLAGGED AND LOCATED BY WARD EDWARDS NATURAL RESOURCES PERSONNEL, USING TRIMBLE PRO-OR GPS EQUIPMENT.
4. ALL WETLAND AREAS BEGIN AT THE POINT OF BEGINNING AND PROCEED IN A CLOCKWISE DIRECTION DUE TO CLARITY, NOT ALL CALLS ARE SHOWN GRAPHICALLY.
5. THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT FOR THE TRANSFER OF PROPERTY OR RECORDING.
6. THE WETLANDS SHOWN ON THIS PLAN ARE UNLESS THE APPROXIMATION OF THE U.S. ARMY CORPS OF ENGINEERS AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT (OCOM), FOR DISTRIBUTION TO THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.

PROPERTY LINE TABLE

LINE	LENGTH	BEARING
L1	149.11'	S41°14'44"W
L2	114.71'	S63°19'12"E
L3	108.88'	S25°31'01"W
L4	89.41'	S15°12'04"E
L5	130.04'	S41°42'04"E
L6	209.55'	N48°08'56"E
L7	209.00'	S35°40'04"E
L8	60.00'	N48°08'56"E
L9	32.35'	S28°40'04"E
L10	121.82'	N40°17'54"W
L11	243.13'	N40°17'54"W

WETLAND "A"

0.06 ACRES
 STARTING AT N 145207.35
 E 209480.26

LINE	LENGTH	BEARING
L12	84.30'	N48°17'24"E
L13	44.15'	N67°00'44"E
L14	34.78'	N67°50'07"E
L15	24.78'	S70°43'26"E
L16	99.43'	S45°17'25"W
L17	11.97'	S47°45'47"W
L18	41.28'	S47°45'47"W
L19	16.30'	N70°17'25"W

WETLAND "B"

0.99 ACRES

LINE	LENGTH	BEARING
L20	37.48'	S33°28'54"W
L21	62.78'	S37°40'57"W
L22	43.41'	S17°50'09"W
L23	91.97'	S25°43'57"E
L24	71.30'	S41°24'56"W
L25	52.65'	S45°43'54"W
L26	51.37'	S48°37'02"E
L27	19.27'	N65°19'46"W
L28	48.74'	N70°33'34"W
L29	47.44'	S71°15'30"W
L30	82.73'	N62°26'38"W
L31	73.97'	N65°13'31"W
L32	63.69'	N69°24'39"W
L33	27.89'	N14°33'25"E
L34	49.54'	S78°44'01"E
L35	46.32'	S50°19'10"E
L36	53.14'	S41°43'27"E
L37	30.64'	S65°45'48"E
L38	81.46'	N68°15'34"E
L39	45.57'	N70°08'43"E
L40	45.57'	N59°10'34"E
L41	78.58'	N50°33'34"E
L42	81.20'	N37°56'48"E
L43	59.80'	N30°58'00"E
L44	24.04'	N52°28'41"E

WETLAND "B"

0.99 ACRES
 STARTING AT N 145207.35
 E 209480.26

LINE	LENGTH	BEARING
L45	37.48'	S33°28'54"W
L46	62.78'	S37°40'57"W
L47	43.41'	S17°50'09"W
L48	91.97'	S25°43'57"E
L49	71.30'	S41°24'56"W
L50	52.65'	S45°43'54"W
L51	51.37'	S48°37'02"E
L52	19.27'	N65°19'46"W
L53	48.74'	N70°33'34"W
L54	47.44'	S71°15'30"W
L55	82.73'	N62°26'38"W
L56	73.97'	N65°13'31"W
L57	63.69'	N69°24'39"W
L58	27.89'	N14°33'25"E
L59	49.54'	S78°44'01"E
L60	46.32'	S50°19'10"E
L61	53.14'	S41°43'27"E
L62	30.64'	S65°45'48"E
L63	81.46'	N68°15'34"E
L64	45.57'	N70°08'43"E
L65	45.57'	N59°10'34"E
L66	78.58'	N50°33'34"E
L67	81.20'	N37°56'48"E
L68	59.80'	N30°58'00"E
L69	24.04'	N52°28'41"E

REFERENCES:

- 1) A TREE & TOPO SURVEY OF TRACT "A", 10.22 ACRES, SNAPE DR. ADJACENT TO HILTON HEAD ISLAND AIRPORT, DATED 02/14/2001, BY: DONALD R. COOK, S.C.R.L.S. 19810
- 2) A PLAT OF HILTON HEAD ISLAND AIRPORT, DATED 10/27/2000, BY: ROBERT D. THROCKMORAN, S.C.R.L.S. 14819

MISCELLANEOUS TIE LINE

LINE	LENGTH	BEARING
L72	231.98'	S52°42'49"E



GRAPHIC SCALE

APPROVED: JIM GARDNER
 S.C.P.L.S. No. 12239
 NOT VALID UNLESS COMPALED WITH SEAL

A WETLAND EXHIBIT
NORTHERN PORTION OF THE HILTON HEAD ISLAND AIRPORT PROPERTY
 PREPARED FOR:
WILBUR SMITH & ASSOCIATES, INC.
 HILTON HEAD ISLAND
 BEAUFORT COUNTY, SOUTH CAROLINA



WARD EDWARDS, INC.
 Engineering • Planning • Science • Surveying
 P.O. BOX 301
 BLYTHEVILLE, SC 29510
 PH (843) 437-8200
 FAX (815) 315-3555
 FID (815) 350-0028
 http://www.WardEdwards.com http://www.WardEdwards.com

FILED: JIM GARDNER
 PROJECT NO. 12239
 SHEET 7 OF 1



Wilbur Smith Associates

6600 Clough Pike
Cincinnati, OH 45244
(513) 233-3700
(513) 624-5182 (fax)
www.wilbursmith.com

January 13, 2009

Dr. Wenonah G. Haire, THPO
Catawba Indian Nation
Tribal Historic Preservation Office
1536 Steven Road
Rock Hill, South Carolina 29730\

RE: *Environmental Assessment for Proposed Improvements at Hilton Head Airport
Beaufort County, South Carolina
THPO #2008-273-1*

Dear Dr. Haire:

In response to your letter dated May 26, 2008, I have included the following information for your review concerning the above-referenced project:

- A copy of the Historic Resources Assessment for the Tree Obstruction Removal Project for Runway 21 at the Hilton Head Island Airport which includes a description of previous land use in the Area of Potential Effect (APE) and a description of the archaeological and historic sites within the APE.
- A copy of the State Historic Preservation Office's letter of concurrence.

Please review the enclosed information and provide your organization's comments regarding the presence of historic properties or traditional cultural, religious, and/or sacred sites of the Catawba Indian Nation that may be impacted by the above-referenced project. Please send your comments to me at the address provided on the letterhead. You may contact me at 513-521-2518 or by e-mail at cammerman@wilbursmith.com if you have any questions or concerns. Thank you very much for your help on this important project for Hilton Head Island.

Sincerely,
WILBUR SMITH ASSOCIATES

Caroline B. Ammerman, AICP
Senior Environmental Planner

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

**Draft Report - Historic Resources Assessment
for the Tree Obstruction Removal Project for Runway 21
at the Hilton Head Island Airport,
Beaufort County, SC**

By
Jana Bean

Submitted by
Wilbur Smith Associates
1301 Gervais Street
Columbia, South Carolina 29201
Phone: (803) 758-4500

Prepared for
Lead Federal Agency:
Federal Aviation Administration
AIP 3-45-0030-027-2007

On behalf of
Beaufort County, South Carolina

July 2008

Jana Bean, M.A.
Principal Investigator
1301 Gervais Street
Columbia, South Carolina 29201
Phone: (803) 758-4500
jbean@wilbursmith.com

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Introduction

The FAA is requiring tree trimming and tree removal to be performed in the area of Runway 21 at the Hilton Head Island Airport in order to eliminate obstructions to the airspace. The goal of the FAA is to enhance flight safety by minimizing airspace penetration and maximize the level of safety for outbound and inbound air traffic. WSA is conducting the Environmental Assessment for this project, including the historic resources assessment portion. The airport is owned by Beaufort County and has one runway arranged northeast-southwest. This project concerns the northeast end of the runway which is Runway 21.

Federal obstruction standards (Code of Federal Regulations Part 77) dictate the height of airspace required for landing and taking off of aircraft that must be free of obstructions. The height of airspace that must remain obstruction free increases as one moves away the end of the runway. The heights vary in the rate they increase depending on if it is the approach slope which is to the front of the runway or the transition slope which is to the sides of the runway. These heights are represented as airspace contours on the map in Figure 1, in ten foot increments. These contours determine the height necessary for tree-trimming. For instance, tree heights may reach 50 feet within the 50 foot airspace contour, anything over 50 feet will need to be trimmed. As the airspace contour footage increases, so may the allowable height of the trees.

The Town of Hilton Head Island's local ordinance dictates obtaining approval with the Town prior to tree removal activity. Pruning of trees may not be more than 30% of a tree's leaf surface to assure tree survival and topping is prohibited for trees over six inches in diameter. Also, vegetation layers underneath tree canopies should not be removed in order to protect against soil erosion, increased risk of flooding, and an increase in ground temperatures. (Refer to Chapter 6 of the *Land Management Ordinance* available online at www.hiltonheadislandsc.gov.)

Previous consultation between Hilton Head Island Town Manager Steve Riley and Beaufort County Administrator Gary Kubic resulted in a standard negotiated for tree removal taking place off of airport property for Runway 3 (the opposite end of Runway 21). The Runway 3 tree trimming/removal project is currently underway. This standard may be applied for Runway 21 and would include the removal of all trees on airport property. Where there are existing trees on the edge of airport property, a border of trees may be left standing to serve as a visual buffer around the property. They will need to be trimmed to the prescribed airspace contour height. Offsite, all pine trees will be removed and all other hardwood trees will be trimmed to ten (10) feet below the airspace contour of the affected area. Debris generated from this process will be removed and the area covered with pine straw. If reducing the crown of the tree will result in a loss of greater than 25% of the tree, then the tree will be reduced to either a stump or, if the property owner prefers, the stump may be ground to ground level and the area landscaped. A crane may be used in addition to a bucket truck to provide extra reach to and support of cut trees in order to protect the immediate area including undergrowth and vegetative ground cover.



Figure 1
Map of Area of Potential Effect, Allspace, Countours, and Historic Resources

HILTON HEAD ISLAND AIRPORT (HDI)
REASON CODE: 1E



LEGEND
Area of Potential Effect
Historic Resource
Allspace Countours

DATE	BY	DATE	BY
01/04/03	REL	01/04/03	REL
02/05/04	REL	02/05/04	REL



Methodology

Jana Bean, an architectural historian with Wilbur Smith Associates, surveyed the area on December 11, 2007 to identify historical resources over 50 years of age that may be eligible for the National Register of Historic Places (NRHP) in accordance with National Register Criteria A, B, and C (36 CFR Part 60.4). Each resource was also evaluated for the potential for impacts on eligible resources by the proposed project within the Area of Potential Effect (APE). The boundary for the APE was defined as the 120 foot airspace contour (see Figure 1) as this would be the extent of required tree obstruction removal. This survey was conducted in compliance with Section 106 of the National Historic Preservation Act of 1966 (NHPA) as amended, and the National Environmental Policy Act of 1969 (NEPA), Federal Regulation 36 CFR 800, and in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (NPS 1983). Documentation for historic resources included color digital photography and notation on the *Hilton Head Island 7.5 minute USGS topographic map (1956)*.



Figure 2- Typical crane and bucket truck used for tree trimming.

Project area

The project area is mixed use residential and commercial including a golf course and several new residential developments. There are also a few undeveloped lots and forested areas. The island is a maritime forest environment with well drained sandy soils and tidal marshes. The area was once plantation cotton and rice fields that transitioned to other crops and then to present-day beach resorts.

Literature Review

A literature review was conducted using the Cultural Resource Information System at the South Carolina Department of Archives and History (SCDAH) to identify previous surveys conducted in the area and any sites listed or eligible for listing on the NRHP for the project area. Site files at the South Carolina Institute for Anthropology and Archaeology were also reviewed for previous archaeological surveys in the area. This literature review revealed two sites within the project area: the Fish Haul Archaeological Site (38BU805), also known as Mitchelville, and Fort Howell (38BU79/1151).

Fish Haul Archaeological Site (38BU805) or Mitchelville (see Figure 3 for 1860s map of Mitchelville) has components from the prehistoric period (1900-1200 B.C.) and historic period (generally 1862-1880). The 33 acre site was listed on the NRHP in 1988. A historical marker is located at the corner of Dillon and Beach City Roads. Currently, the site is split into several residential and undeveloped lots. Part of the site is within the 120 foot contour lines of the approach slope for the project.

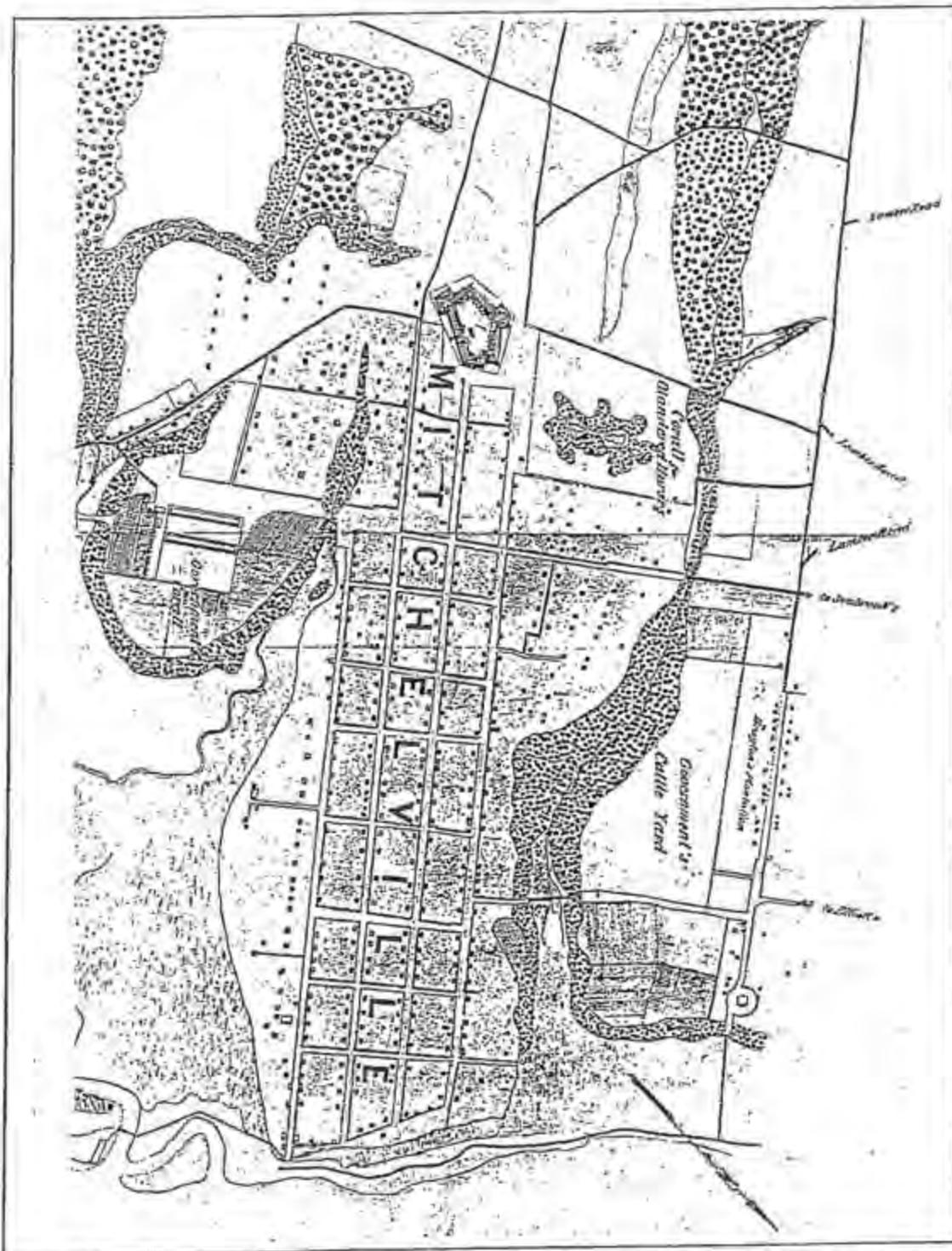


Figure 3- Map of Mitchelville with Fort Howell on the western edge (National Archives RG 77, Map I-52)

Mitchelville is the site of the first freedman's village established by the Union Army in 1862 which then transitioned into a town lasting into the 1870s. Mitchelville had planned streets and one-fourth acre lots. One goal of the village was to provide better housing for former slaves who had made their way to the Union forces. The land was originally part of Drayton's Fish Haul Plantation (Trinkley 1987). By the mid-1870s, residents began to settle throughout the Island and formed several distinct community centers.

Tree trimming activities for this site will occur starting at the 60 foot contour. The project will have no effect on this site.

Fort Howell (38BU 79/1151) is located on Beach City Road near the intersection with Dillon/Fish Haul Road. Fort Howell was determined eligible for the NRHP by Christopher Espenshade et al. in his report *Archaeological Survey and Testing of the Palmetto Headlands Tract* (1989). This survey found three distinct components of the tract: Fort Howell, a portion of Mitchelville to the east of the fort, and a Civil War encampment site to the west of the fort. The fort and the Mitchelville components were recommended to be preserved as greenspace. Data recovery was performed at the camp locus in 1991 found it to be Camp Baird of the 32nd U.S. Colored Infantry which constructed the fort (Espenshade, Christopher, James Legg and Linda Snyder). A 1991 survey (Espenshade et al.) to the south of the fort across Beach City Road also found components of Mitchelville and the encampment but no further work was recommended.

When Hilton Head Island fell to Union forces during the Battle of Port Royal Sound (November 7, 1861), Hilton Head Island became the headquarters for the Department of the South and was a staging area for the naval blockade. Four earthen forts were eventually located on the Island: Fort Walker, which was captured from the Confederate Army during the battle, Fort Mitchell located on the northern tip of the Island, Fort Sherman located facing Port Royal Sound, and Fort Howell. In order to improve the defenses of the Island, particularly in case of attack from the mainland, Fort Howell was ordered constructed in late 1864 with the 32nd U.S. Colored Infantry Troops performing the initial construction. It was named for General Joshua Howell who had been killed in Virginia. This earthen quadrilateral redoubt was constructed on the western edge of Mitchelville with a North Bastion and a Southwest Bastion facing the two roads leading from the interior of the Island (present-day Beach City Road and a parallel road that led to Fish Haul Plantation). There was also a modified priest cap formation that faced Mitchelville. The entrance (sally port) was on the south side with a wooden bridge crossing the ditch that surrounded the fort. It had a capacity for 27 guns and contained four magazines (Trinkley 1996:5, 7, 8). (See Figure 4 for drawing of the fort)

On the 1956 USGS *Hilton Head Island* quadrangle, Fort Howell site is shown incorrectly as Fort Mitchell (see Figure 5).

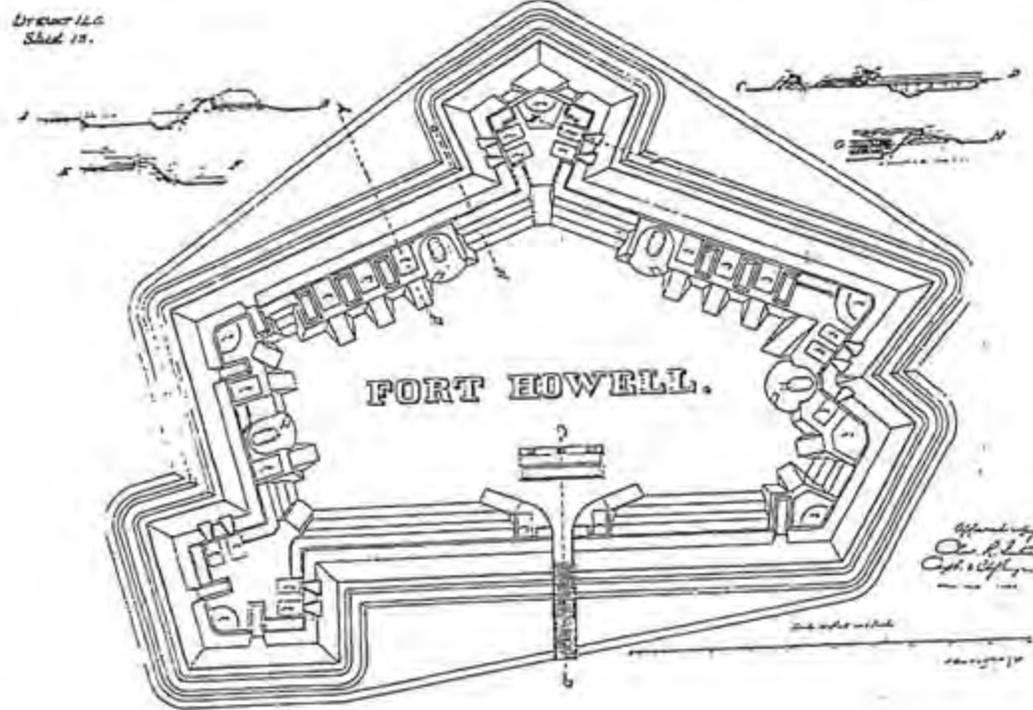


Figure 4- Plan of Fort Howell (Trinkley 1996).

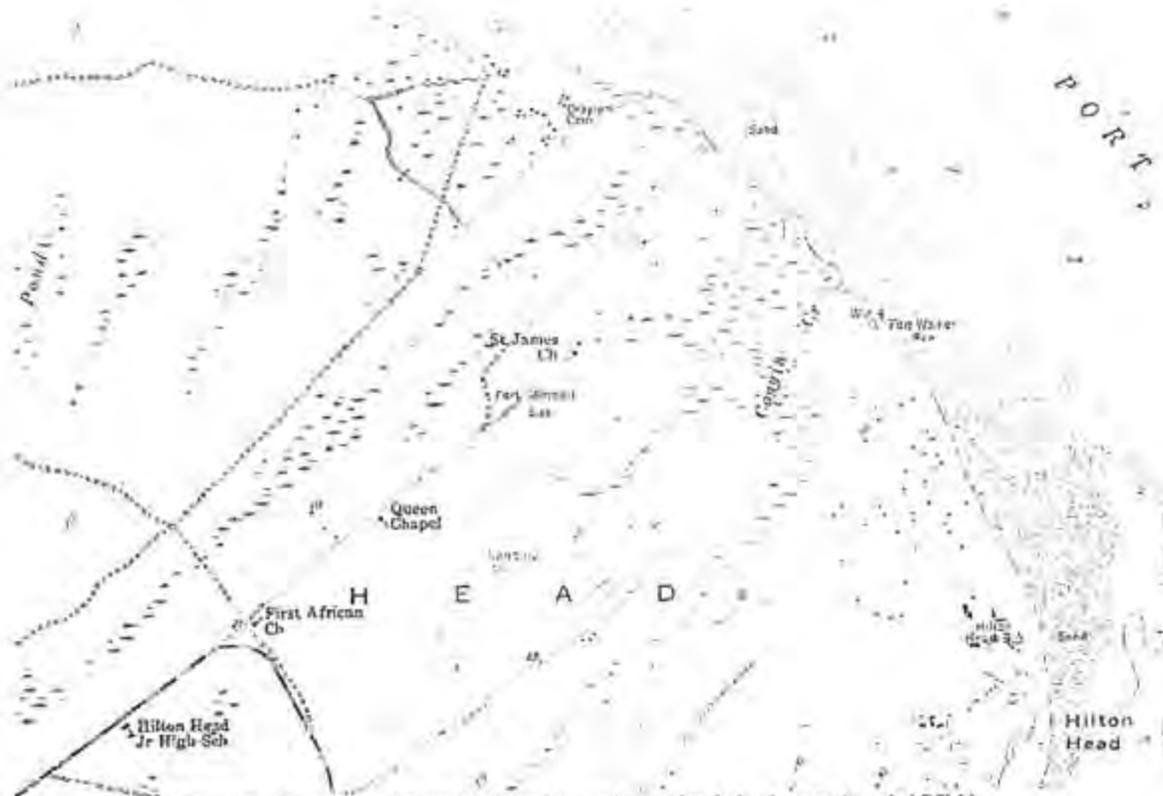


Figure 5- 1956 USGS Hilton Head Island quadrangle (photo revised 1971).

Hilton Head Island Land Trust Inc. owns the Fort Howell property which is approximately five acres. Open to the public, the property is surrounded by a chain link fence. An open gate allows a few cars into a small sandy parking area during daylight hours. There are informational signs at the parking lot, by the wooden bridge, and at the North Bastion. A residential development, Palmetto Hall Plantation, is adjacent to the property on the north side, an open playing field belonging to Palmetto Hall is on the east, a golf course to the west, and Beach City Road and the airport lie to the south. The site is heavily vegetated with mature trees which help to shield visitors from the modern intrusions of the development and the airport. A foot trail has been worn along the top of the entire earthwork.

The contours for this area start at 40 feet along Beach City Road and graduate to 110 feet at the property's edge next to Palmetto Hall Plantation. The proposed tree obstruction removal project would remove the pine trees and other hardwoods with more than a 25% reduction of tree crown. All other trees would be trimmed to within ten feet of the corresponding airspace contour.

Earthwork Sustainability

The National Park Service (NPS) emphasizes in *Guide to Sustainable Earthworks Management* (NPS 1988) that a major goal in preserving earthworks is to "perpetuate and/or establish a vegetative cover that stabilizes the soil and protects the earthworks from the direct impacts of wind and water erosion" (NPS 1988:18). Leaf litter from hardwoods plus native vegetation provide a protective ground cover that prevents soil erosion. Trees less than 12" in diameter should be retained for their protective cover. Anything larger than that may suffer from wind damage and become uprooted, leaving a large hole that erodes the earthwork or its surrounding areas. Trees growing next to earthworks should remain as they protect the forest floor and provide protection of the earthwork with their canopy. Trees growing on earthworks and particularly on the end slopes of earthworks such as bastions, should be removed if they are damaged, diseased, or have matured enough to be in danger of falling over in a windstorm (NPS 1988:22). The "simplest way of removing hazardous trees is to cut them with a chain saw, directionally-felling them away from earthworks." The cut stems may remain in place to decompose (NPS 1988: 35). Chipped tree limbs from the tree trimming process may be made into mulch and used to cover soils exposed during tree removal.

A condition assessment for Fort Howell was conducted in 1996 by the Chicora Foundation (refer to *A Conservation Assessment and Preliminary Preservation Plan for Fort Howell, Hilton Head Island*, M. Trinkley, et al, Chicora Foundation, 1996). The assessment suggests the following for preservation of the earthworks in relation to the foliage:

- "At this time it would be inappropriate and costly to remove all trees on the earthworks. However, trees should be removed as soon as instability, or a decrease in health that could pose a threat to the earthworks, is detected" (p.39). The "[trees] on the walls do help to hold the earthwork's form, as long as they are healthy." (p.25) However, trees located in the ditch and the terreplain "serve no function." (p.26)
- In regards to the pine trees, the pine straw and debris that has fallen from the trees creates "an acid environment which discourages the growth of many

stabilizing ground covers on the earthwork slopes. We consequently recommend that these pines be selected for removal." (p.39)

- The taller trees provide a canopy shade which helps to alleviate the "harsh microclimate and reduce water stress on the vegetation which is (or will be) stabilizing the earthworks." The canopy provides dappled shade for a healthy ground cover. Trinkley advised that any new plantings of hardwoods should be located outside the "earthwork interpretation zone – essentially the ditch, rampart, and edge terreplain areas." (p.39)

The standard negotiated for the tree trimming/removal project calls for removal of all pines, which Trinkley also recommends. The standard also calls for removal of hardwoods where more than 25% of the tree crown will be trimmed. The NPS and Trinkley (1996) recommend removing diseased trees, trees that are more than 12" in diameter, and trees on the slopes of the earthwork. Also, both recommend leaving enough trees standing, particularly next to the earthwork walls, to provide a protective canopy. Trinkley (personal communication January 9, 2008) does not recommend stump grinding of trees located on or immediately next to the earthworks and the NPS recommends the use of chain saws to remove trees.

Potential Effects of the Project

Reducing the canopy shade through trimming and removal may diminish the existing vegetative ground cover and lead to soil erosion. A cluster of mostly pine trees between the parking area and the fort currently limits vehicular access and helps to discourage multiple footpaths from forming. If these trees were completely removed then further barriers would need to be erected to prevent cars from driving up to the fort and a well-marked walkway would need to be established to prevent visitors from making multiple paths to the fort entrance. Also, if heavy tree removal is required in this area or along Beach City Road, then this would reduce the visual buffer that now exists between the fort and Beach City Road and the airport (Trinkley 1996:25). The tree trimming and tree removal process itself may have damaging effects to the earthwork or contribute to future erosions problems, especially if the trees are located on the earthwork itself. Vehicular traffic to perform the tree trimming/removal, such as a bucket truck or crane, can cause compaction of the soil leading to erosion. If vehicles are used when the ground is wet then rutting may occur (Trinkley personal communication 2008).

However, these potential effects may be minimized if guidelines are established for appropriate treatment of the earthwork during tree trimming and removal. This may include the following:

- Use of a crane like that shown in Figure 2 and used on Runway 3 to protect the undergrowth and existing vegetative ground cover;
- Use of a chain saw on trees located on the earthwork or areas that would be affected by vehicular traffic;
- Turn chipped tree limbs into mulch to be reused as a ground cover to prevent erosion of the soils around and on the earthwork;
- Leave some pine trees standing that are below the prescribed airspace contours to secure a visual buffer;
- Leave stumps on the earthwork for erosion control.

Field Survey Results

Resource 1- St. James Baptist Church

The St. James Baptist Church is located at 209 Dillon Road. The church was organized in 1886 as a branch from the First African Baptist Church (1865), which is the oldest church building and second oldest Gullah congregation on the Island. (See Figure 1 for location.)

This is the third structure on this site. The first structure burned and the second rotted away. The present structure was constructed in the 1940s and renovated in 2005 (Deacon Perry White, personal communication January 23, 2008). The church is a one-story, front gable brick structure in the center aisle nave style. There is an entry gable porch with square columns and concrete steps with a wheelchair ramp extending to the side. There are stained glass windows to either side of the wooden double doors and six stained glass windows along both sides of the church. The roof has asphalt shingles and a steeple on the ridge at the front. Renovations in 2005 added a side gable addition to the rear, new stucco finish, gable entry porch, ramp, new steeple, and new stained glass windows.



Figure 6- St. James Baptist Church looking southwest.

Deacons Charles Young and Perry White (personal communications December 11, 2007 and January 23, 2008) stated that generations from the surrounding community have been attending this church since its inception. Prior to better transportation facilities with the mainland in the mid-1950s, an itinerate preacher came once a month. Each community centered on a church, usually within walking distance. The local community has historically used the building as a meeting place for worship and non-worship matters as it was the largest facility for the community. (Deacon Young,

personal communication 2007) The churches were a way for African Americans to continue self-governance when their civil rights were eroded following Reconstruction.

Gullah refers to the language and culture of descendants of slaves on the coastal islands of Georgia and South Carolina. The St. James church is one of the meeting sites for the Hilton Head Island Gullah Celebration because of its historical association with the Gullah people on the Island. Keeping alive the customs of their ancestors includes the custom of spirituality which is expressed through gospel singing, shouts, and the community coming together. The church is located in the Mitchelville/Cherry Hill Native Island Neighborhood. Native Islander refers to individuals descended from Gullah slaves who currently live on the Island (Town of Hilton Head Island 2004:Table II-1) Surrounding Native Island neighborhoods include Bay Gall, Drayton, Grassland, and Big Hill. The church is also included as one of the stops on the commercially developed "Gullah Heritage Trail Tours" narrated by Emory Campbell as a site of traditional Gullah worship practices (Lange 2007). The church is listed as eligible for the NRHP in a list compiled by the Town of Hilton Head Island of the Cultural Resources element of their Comprehensive Plan (2004:Table II-2). Fort Howell, Mitchelville, and the Cherry Hill school are also on this list and included on the Gullah Heritage tour. However, no determination of eligibility has previously been made by the SC SHPO for the church or school.

This resource is not recommended eligible to the NRHP due to the complete renovation of the building and addition to the rear. It does not retain integrity in the areas of design, workmanship, or materials. Due to its association with the cultural practices of the Hilton Head Island Gullah community, it is recommended as a Traditional Cultural Property.

The Church's property adjoins the airport's property. The airport intends to leave a visual buffer of trees around its property and trim those trees to the airspace contours of 50 and 60 feet in this area. The tree trimming project will have no effect on this resource.

Resource 2- Cherry Hill School (St. James Baptist Church Annex)

The Cherry Hill School is located at the corner of Beach City Road and Dillon/Fish Haul Road. This one-room school opened for African American children on the Island in circa 1931. It was one of a dozen schools constructed on the Island in the 1930s for the education of African American children. It was in use until a modern school for all of the Island's African American children was constructed in 1954. It was then purchased by St. James Baptist Church in 1961 for use as a gathering place. The school is named for the Cherry Hill plantation that encompassed this area prior to the Civil War. (See Figure 1 for location.)

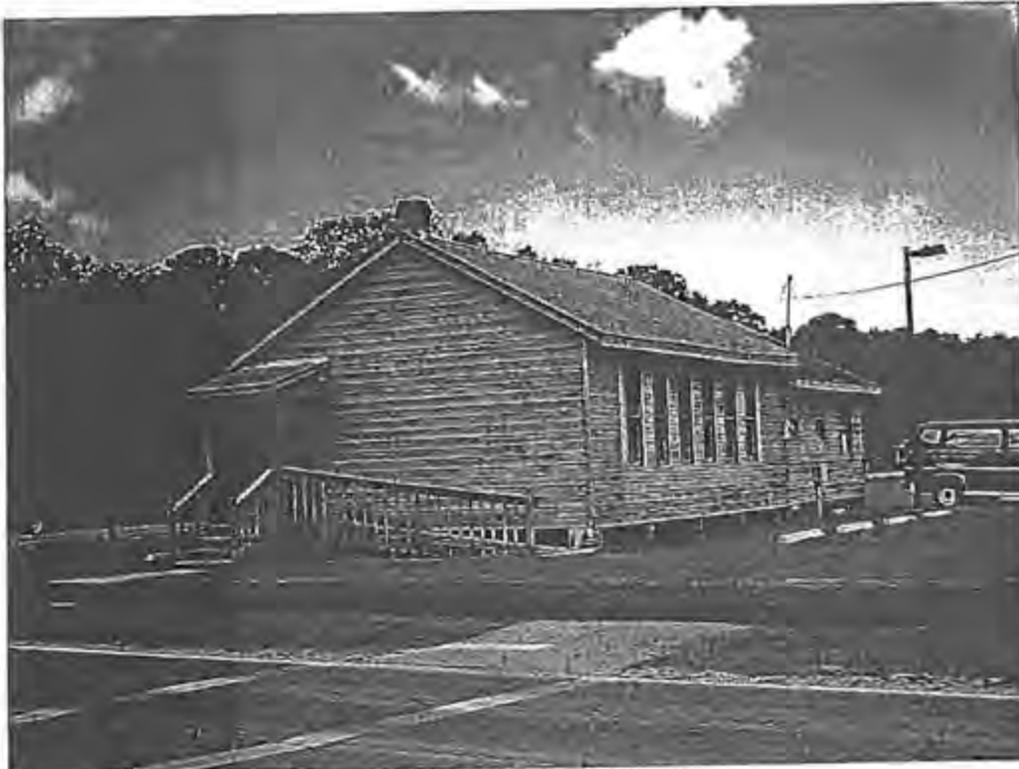


Figure 7- Cherry Hill School looking to the northeast.

The schoolhouse is a frame, front gable structure on brick piers with weatherboard siding. The front entry porch with shed roof has wooden steps and a wooden wheelchair ramp to the side. The front porch was probably constructed at the time the ramp was built. The front door is paneled. There are six 1/1 windows along the south elevation and two square windows on the west elevation situated near the roofline. The roof has asphalt shingles and the side eaves are enclosed with particle board. There is a brick chimney on the ridgeline at the front. A gable addition that is lower than the main roofline and rests on brick piers was added to the rear in the 1960s for use by the St. James Baptist Church as kitchen and restroom facilities. The interior maintains the original wood flooring and bead board paneling. There is a bike path in front of the school and parking lot to the side.

The Cherry Hill Schoolhouse is recommend eligible under Criteria A for association with African American education and Criteria C as an example of 1930s one-room schoolhouse construction. It has retained its integrity of materials, setting, workmanship, and feeling. The recommended NRHP boundaries for this resource are the current property lines (See Figure 1).

There are no trees on this property. The border of trees to be left standing on the edge of the airport's property behind the St. James Baptist Church will be a visual buffer between the school site and the airport property. These trees will be trimmed to the 50 and 60 feet contours. The project will not have an effect on this resource.

Summary and Conclusions

WSA conducted the historic resources survey portion of the EA for the proposed tree obstruction removal project at Runway 21 of the Hilton Head Island Airport in Beaufort County, SC. Two historic resources and two archaeological sites were identified within the project's APE. Mitchelville (38BU805) is listed on the NRHP and Fort Howell (38BU79/1151) is eligible for listing on the NRHP. The two historic resources were evaluated under Criteria A, B, and C for eligibility to the NRHP. Resource 1 is recommended as a Traditional Cultural Property for its association with the spiritual customs of the Gullah culture that is prevalent on Hilton Head Island. Resource 2, Cherry Hill Schoolhouse, is eligible for the NRHP under Criteria A for association with African American education and Criteria C as an example of 1930s one-room schoolhouse construction.

The proposed project of tree trimming and removal potentially affects Fort Howell (38BU79/1151) if project guidelines in order to ensure that the historic and environmental integrity of the earthworks are not followed. Project guidelines may include the following:

- o Use of a crane like that shown in Figure 2 and used on Runway 3 to protect the undergrowth and existing vegetative ground cover;
- o Use of a chain saw on trees located on the earthwork or areas that would be affected by vehicular traffic;
- o Turn chipped tree limbs into mulch to be reused as a ground cover to prevent erosion of the soils around and on the earthwork;
- o Leave some pine trees standing that are below the prescribed airspace contours to secure a visual buffer;
- o Leave stumps on the earthwork for erosion control.



Visitor entrance- view from parking lot showing several trees marked for removal or trimming. Also notice lack of barrier between parking and access to footpath.



View from scarpwall with trench in foreground looking toward Beach City Rd. Several trees marked for removal or trimming between fort and road.



View at the sally port from pedestrian bridge over trench looking toward Beach City Rd. Southwest Bastion is on the right side of the picture.



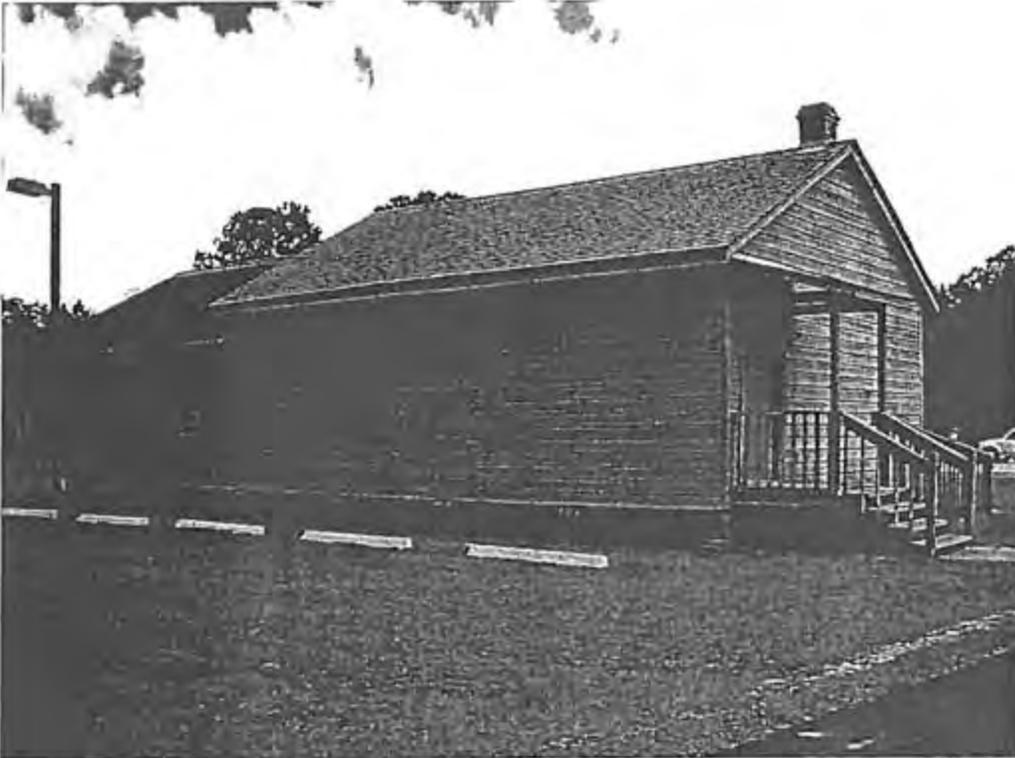
View from pedestrian bridge in to the terreplain with scarpwall on the left side of the picture.



Southwest Bastion looking north. View of trees growing on the earthwork.



View of terreplain looking toward pedestrian bridge.



Resource 2-Cherry Hill School looking southeast.



Interior of Cherry Hill school.



HERITAGE
FOR ALL GENERATIONS

Ms. Jana Bean
Wilbur Smith Associates
P.O. Box 92
Columbia, South Carolina 29202-0092

31 July 2008

SHPO Number 08-FK0076

Re: Hilton Head Island Airport, Runway 21, Tree Obstruction Removal
Federal Aviation Administration #AIP 3-45-0030-027-2007
Draft Report – "Historic Resources Assessment for the Tree Obstruction Removal Project for Runway 21 at the Hilton Head Island Airport, Beaufort County, SC" (Bean; July 2008)

Dear Ms. Bean:

Our Office has reviewed the draft Historic Resources Assessment (HRA) referenced above, prepared for the undertaking referenced above. We also discussed the undertaking with you via telephone the week of 14 July 2008 and met on-site on 29 July 2008. At the 29 July 2008 meeting we learned that local ordinance requires that for each tree that will be removed a new one must be planted on the same tract, but that this requirement is being negotiated and its status is presently uncertain. Our comments are provided in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations 36 CFR 800: Protection of Historic Properties.

The Area of Potential Effects (APE) is defined in the HRA as within the 120-foot airspace contour around Runway 21. The HRA identifies two National Register listed or eligible properties within the APE, Fish Haul Archaeological Site/Mitchelville (38BU805) and Fort Howell (38BU79/1151), as well as documents and evaluates two additional above-ground resources, St. James Church and Cherry Hill School. Our Office concurs with the assessment that the St. James Church is not eligible for listing in the National Register of Historic Places, but that it may be a Traditional Cultural Property. We also concur that the Cherry Hill School is eligible for listing in the National Register.

Our Office advises that the boundaries of the National Register listed Fish Haul Archaeological Site/Mitchelville (38BU805) do not correspond to the historical extent of Mitchelville, and that the historical village as depicted on Figure 3 of the HRA extended throughout much of what is now the APE. In conjunction with review of state-permitted projects in the Coastal Zone of South Carolina, archaeological deposits associated with historical Mitchelville outside of 38BU805 have been determined by our Office to be eligible for the National Register. A part of Mitchelville immediately east of Fort Howell has been greenspaced. Archaeological deposits associated with other expanses of historical Mitchelville have never been evaluated for the National Register, but occur in forested areas of the APE. We recommend for this undertaking that these unevaluated areas be treated as if they were eligible for the National Register.

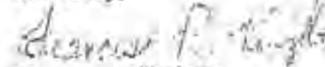
The project guidelines proposed for tree trimming and removal appear appropriate to minimize effects to Fort Howell (38BU79/1151). We also advise that the tree trimming and removal be performed only when

the ground is dry to prevent rutting, and that mulch from chipped pine tree branches not be used at the earthworks. There should be no vehicles on or inside the earthwork. Our Office also recommends the following guidelines for tree trimming and removal throughout the historical extent of Mitchelville so as to minimize effects to its archaeological deposits. We would agree to tree trimming or removal by hand or with the use of rubber-tired machinery, and only in dry conditions. Stumps may be shortened to the level of the existing ground surface but not extracted or ground out. Equipment operators are to be advised of the need to minimize or prevent disturbances to the ground surface so as to protect the archaeological deposits associated with Mitchelville.

The requirement for planting trees to replace those that will be removed is currently being negotiated, with the outcome uncertain. Effects cannot be determined at this time. However, our opinion is that planting trees at Fort Howell or within the undeveloped parts of the historical extent of Mitchelville would constitute an adverse effect to those properties. We strongly advise that the negotiations include discussion regarding whether tree replanting would be required on historic properties, how such a requirement would interface with local ordinance that protects archaeological/historical sites (THHI Municipal Code Sec. 17-2-112), or whether an alternative regimen would be allowed to plant replacement trees on a different tract off the historic property. We request that consultation with our Office continue regarding the planting of replacement trees.

At this time we will need two copies of a final version of the Historic Resource Assessment incorporating the Resource Numbers obtained from our Office for St. James Baptist Church and Cherry Hill School. If you have any questions regarding above-ground resources, please contact Ms. Rebekah Dobrasko at (803) 896-6169 or at dobrasko@scdah.state.sc.us. With questions concerning archaeological resources, establishing the historical extent of Mitchelville within the APE, or continuing consultation, please contact me at (803) 896-5487 or at fknight@scdah.state.sc.us.

Sincerely,



Frances R. Knight

Staff Archaeologist

State Historic Preservation Office

cc: Ms. Lisa Favors, FAA

Catawba Indian Nation
Tribal Historic Preservation Office
1536 Tom Steven Road
Rock Hill, South Carolina 29730

Office 803-328-2427
Fax 803-328-5791



26 May 2008

Attention: Ms. Caroline Ammerman
Wilbur Smith Associates
6600 Clough Pike
Cincinnati, Ohio 45244-4028

Re. THPO #	Project description / location
2008-273-1	Environmental Assessment for recommended airport improvements at Hilton Head Airport, Beaufort Co., SC

Dear Ms. Ammerman,

We have received your request for comments regarding the presence of historic properties or traditional cultural, religious, and/or sacred sites of the Catawba Indian Nation that may be impacted by the above referenced undertakings. We will send you our comments as soon as our research process has been completed.

We need the following information:

- A description of previous land use.
- A list of all archaeological sites within a half-mile radius of the project area (historic and pre-contact).
- A copy of any archaeological surveys done within a half mile of the project area.
- A copy of the State Historic Preservation Office's letter of concurrence.

If you have questions, please contact Sandra Reinhardt at 803-328-2427 ext. 233, or e-mail sandrar@ccppcrafts.com.

Sincerely,

Sandra Reinhardt for
Wenonah G. Haire
Tribal Historic Preservation Officer



Wilbur Smith Associates

6600 Clough Pike
Cincinnati, OH 45244
(513) 233-3700
(513) 624-5182 (fax)
www.wilbursmith.com

May 14, 2008

Catawba Indian Nation
Tribal Historic Preservation Office
1536 Tom Steven Road
Rock Hill, South Carolina 29730
Attention: Wenonah G. Haire, Tribal Historic Preservation Officer

RE: *Environmental Assessment for Proposed Improvements at Hilton Head Airport
Beaufort County, South Carolina*

Dear Dr. Haire:

Acting as an agent for Beaufort County, Wilbur Smith Associates (WSA) is currently preparing an Environmental Assessment (EA) for recommended airport improvements at the Hilton Head Island Airport. The proposed airport improvements include the removal of tree obstructions within the navigable airspace for Runway 21 at Hilton Head Island Airport in accordance with Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*. These improvements are required in order to bring the airport into compliance with FAA's design criteria and improve safety at the airport. Without the clearance of the obstructions from the Part 77 approach, operational safety conditions at Hilton Head Island Airport will continue to be compromised.

The Hilton Head Island Airport is located on 127 acres in the northeastern portion of Hilton Head Island as is shown on the enclosed map (USGS Hilton Head (SC) Topo Map). From an operational standpoint, Hilton Head Island Airport does not meet FAA design criteria because of the numerous tree obstructions within the 34:1 approach surface and transitional surfaces defined in Federal Aviation Regulation (FAR) Part 77. The 34:1 approach slope begins 200 ft from the end of Runway 21 at a slope of 34:1 and has a trapezoidal shape as shown on the attached figure. No objects should penetrate this surface, whether on- or off-airport property, to provide pilots and passengers with the clearest and safest approach. The proposed project is the removal of tree obstructions within the area 34:1 slope to the 140-foot MSL contour, which is shown on the attached figure. All trees on airport property within the 34:1 approach slope will be removed. Where there are existing trees on the edge of airport property, a border of trees will be left standing to serve as a visual buffer around the property. These trees will need to be trimmed to the prescribed airspace contour height. Offsite, all pine trees will be removed and all other hardwood trees will be trimmed to five (5) feet below the airspace contour of the affected area. If reducing the crown of the tree will result in a loss of greater than 25% of the tree, then the entire tree will be removed. This typically involves grinding the stump to ground level and landscaping the area according to the property owner's

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

preference. The off-airport affected area is approximately 94.2 acres and the on-airport affected area is approximately 23 acres.

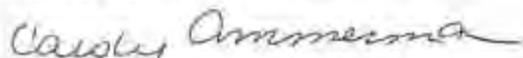
During the course of the improvement project, investigations will be conducted to identify potential Social, Economic, and Environmental impacts related to the improvements being considered. These impacts will be documented in an Environmental Assessment, as required by the National Environmental Policy Act (NEPA). As part of the early coordination and scoping process, we request your comments on this project as it relates to:

- Impacts to traditional cultural properties, sacred sites, or Native American archaeological sites within the boundaries of the proposed project area.

In order to sufficiently address key project issues and maintain the project schedule, your written comments are requested by **June 14, 2008**. Please respond to me at the address provided on the letterhead and feel free to contact me at 513-521-2518 or by e-mail at camnerman@wilbursmith.com if you have any questions or concerns. Thank you very much for your help on this important project for Hilton Head Island.

Sincerely,

WILBUR SMITH ASSOCIATES

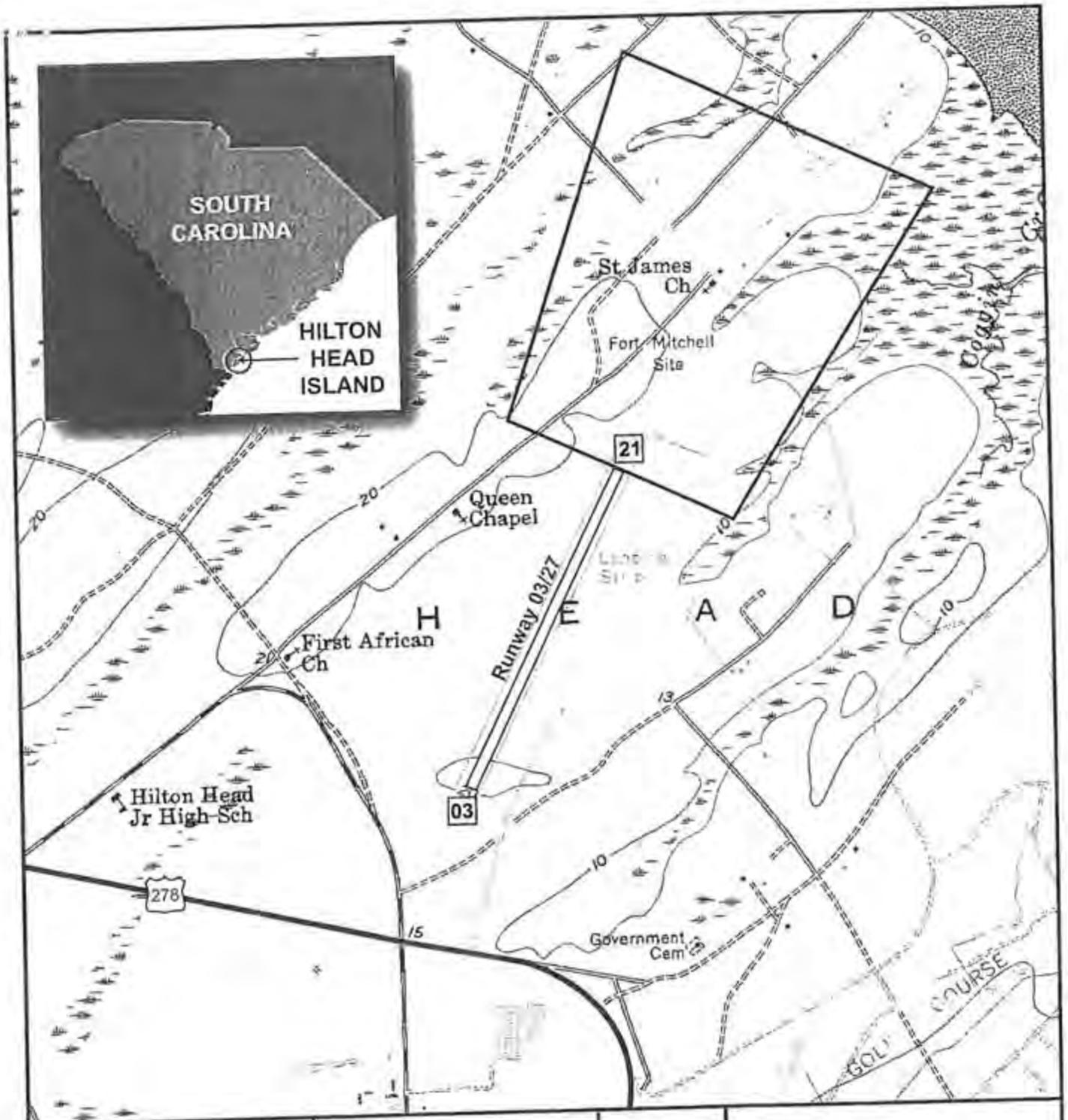


Caroline B. Ammerman, AICP
Senior Environmental Planner

Enclosures

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

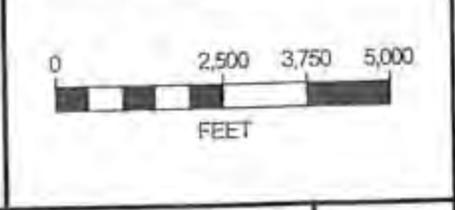
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LEGEND:

 PROJECT AREA

BACKGROUND MAP
 SOURCE:
 USGS HILTON HEAD
 (SC) TOPO MAP

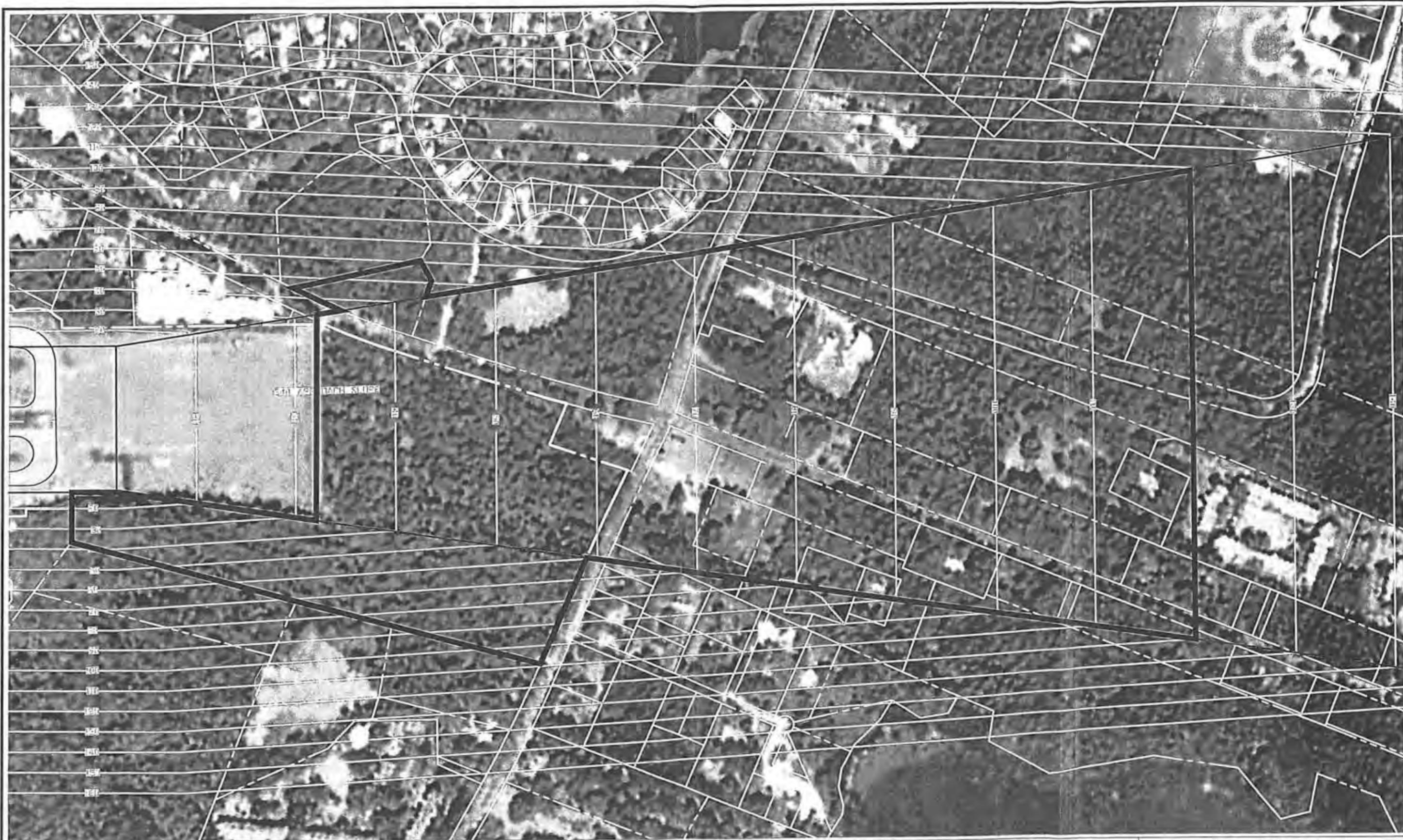


LOCATION
 MAP



HILTON HEAD ISLAND AIRPORT
 (HXD) RUNWAY 21 EA
 HILTON HEAD ISLAND, BEAUFORT CO., SC

FIGURE
 1.1



REV. NO.		DATE		REVISIONS:
				DESCRIPTION OF REVISION

<p>SCALE: 1"=300'</p>			
DESIGNED BY	FDL	DATE	02-05-08
DRAWN BY	FDL	DATE	02-05-08
CHECKED BY	CSE	DATE	02-05-08

PLANS PREPARED BY

WILBURSMITH ASSOCIATES
ENGINEERS
PLANNERS
ECONOMISTS

PLANS PREPARED FOR

HILTON HEAD ISLAND AIRPORT (HXD)
BEAUFORT COUNTY, SC

PROJECT NO. (SLANT) _____ PROJECT NO. (PWA) _____

Figure 1.3: Project Area
RUNWAY 21 END
34:1 APPROACH SURFACE

EA AREA OF EFFECT	NO. 1 OF 1
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Catawba Indian Nation
Tribal Historic Preservation Office
1536 Tom Steven Road
Rock Hill, South Carolina 29730

Office 803-328-2427
Fax 803-328-5791



26 May 2008

Attention: Ms. Caroline Ammerman
Wilbur Smith Associates
6600 Clough Pike
Cincinnati, Ohio 45244-4028

Re. THPO #	Project description / location
2008-273-1	Environmental Assessment for recommended airport improvements at Hiten Head Airport, Beaufort Co., SC

Dear Ms. Ammerman,

We have received your request for comments regarding the presence of historic properties or traditional cultural, religious, and/or sacred sites of the Catawba Indian Nation that may be impacted by the above referenced undertakings. We will send you our comments as soon as our research process has been completed.

We need the following information:

- A description of previous land use.
- A list of all archaeological sites within a half-mile radius of the project area (historic and pre-contact).
- A copy of any archaeological surveys done within a half mile of the project area.
- A copy of the State Historic Preservation Office's letter of concurrence.

If you have questions, please contact Sandra Reinhardt at 803-328-2427 ext. 233, or e-mail sandrar@ccppcrafts.com.

Sincerely,

Sandra Reinhardt for

Wenonah G. Haire
Tribal Historic Preservation Officer



Wilbur Smith Associates

6600 Clough Pike
Cincinnati, OH 45244
(513) 233-3700
(513) 624-5132 (fax)
www.wilbursmith.com

May 14, 2008

Catawba Indian Nation
Tribal Historic Preservation Office
1536 Tom Steven Road
Rock Hill, South Carolina 29730
Attention: Wenonah G. Haire, Tribal Historic Preservation Officer

RE: *Environmental Assessment for Proposed Improvements at Hilton Head Airport
Beaufort County, South Carolina*

Dear Dr. Haire:

Acting as an agent for Beaufort County, Wilbur Smith Associates (WSA) is currently preparing an Environmental Assessment (EA) for recommended airport improvements at the Hilton Head Island Airport. The proposed airport improvements include the removal of tree obstructions within the navigable airspace for Runway 21 at Hilton Head Island Airport in accordance with Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*. These improvements are required in order to bring the airport into compliance with FAA's design criteria and improve safety at the airport. Without the clearance of the obstructions from the Part 77 approach, operational safety conditions at Hilton Head Island Airport will continue to be compromised.

The Hilton Head Island Airport is located on 127 acres in the northeastern portion of Hilton Head Island as is shown on the enclosed map (USGS Hilton Head (SC) Topo Map). From an operational standpoint, Hilton Head Island Airport does not meet FAA design criteria because of the numerous tree obstructions within the 34:1 approach surface and transitional surfaces defined in Federal Aviation Regulation (FAR) Part 77. The 34:1 approach slope begins 200 ft from the end of Runway 21 at a slope of 34:1 and has a trapezoidal shape as shown on the attached figure. No objects should penetrate this surface, whether on- or off-airport property, to provide pilots and passengers with the clearest and safest approach. The proposed project is the removal of tree obstructions within the area 34:1 slope to the 140-foot MSL contour, which is shown on the attached figure. All trees on airport property within the 34:1 approach slope will be removed. Where there are existing trees on the edge of airport property, a border of trees will be left standing to serve as a visual buffer around the property. These trees will need to be trimmed to the prescribed airspace contour height. Offsite, all pine trees will be removed and all other hardwood trees will be trimmed to five (5) feet below the airspace contour of the affected area. If reducing the crown of the tree will result in a loss of greater than 25% of the tree, then the entire tree will be removed. This typically involves grinding the stump to ground level and landscaping the area according to the property owner's

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

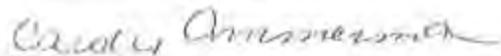
preference. The off-airport affected area is approximately 94.2 acres and the on-airport affected area is approximately 23 acres.

During the course of the improvement project, investigations will be conducted to identify potential Social, Economic, and Environmental impacts related to the improvements being considered. These impacts will be documented in an Environmental Assessment, as required by the National Environmental Policy Act (NEPA). As part of the early coordination and scoping process, we request your comments on this project as it relates to:

- Impacts to traditional cultural properties, sacred sites, or Native American archaeological sites within the boundaries of the proposed project area.

In order to sufficiently address key project issues and maintain the project schedule, your written comments are requested by **June 14, 2008**. Please respond to me at the address provided on the letterhead and feel free to contact me at 513-521-2518 or by e-mail at eammerman@wilbursmith.com if you have any questions or concerns. Thank you very much for your help on this important project for Hilton Head Island.

Sincerely,
WILBUR SMITH ASSOCIATES

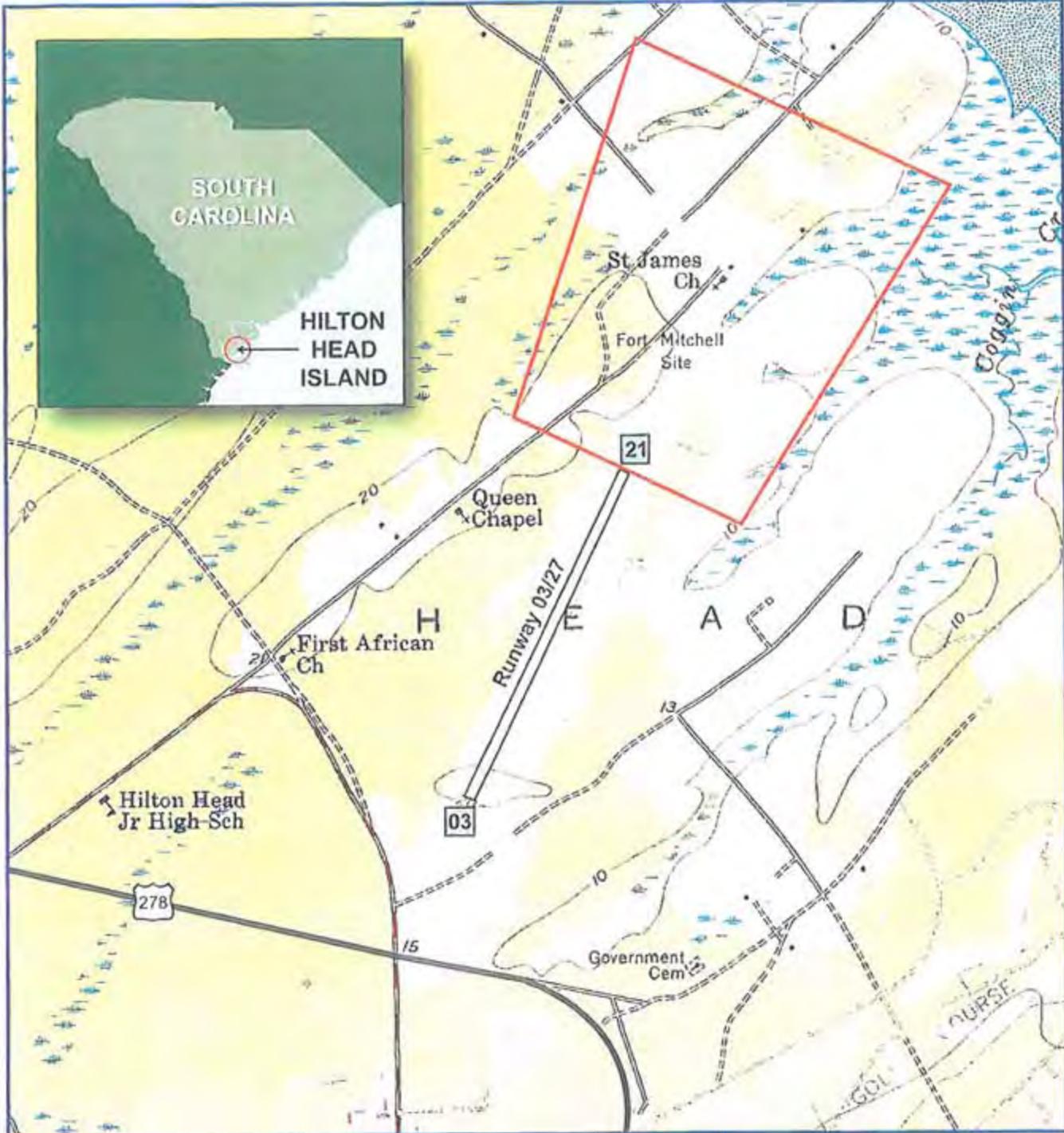


Caroline B. Ammerman, AICP
Senior Environmental Planner

Enclosures

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

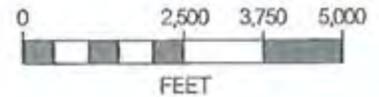
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LEGEND:

 PROJECT AREA

BACKGROUND MAP
SOURCE:
USGS HILTON HEAD
(SC) TOPO MAP



LOCATION
MAP



**HILTON HEAD ISLAND AIRPORT
(HXD) RUNWAY 21 EA**
HILTON HEAD ISLAND, BEAUFORT CO., SC

**FIGURE
1.1**



Figure 1.3: Project Area
RUNWAY 21 END
34:1 APPROACH SURFACE

PLANNED FOR
HILTON HEAD ISLAND AIRPORT (HMD)
 HILTON HEAD ISLAND, SC

PLANNED BY
 **Wilbur Smith**

DATE 08/25/10

SCALE 1" = 100'

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08/25/10	JVA	ISSUE FOR PERMITTING
2	08/25/10	JVA	ISSUE FOR PERMITTING
3	08/25/10	JVA	ISSUE FOR PERMITTING

EA AREA OF EFFECT 02 1 of 1



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
69-A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

August 12, 2010

Regulatory Division

Wilbur Smith Associates
Attn: Mr. Charles F. Stearns
P.O. Box 92
Columbia, South Carolina 29202-0092

Dear Mr. Stearns:

This is in response to your recent letter wherein you inquired as to the necessity of obtaining a Department of the Army permit for the removal of tree obstructions within the approach of Runway 21 at the Hilton Head Airport on Hilton Head Island, Beaufort County, South Carolina.

In your letter dated June 24, 2010, you indicate that the trees within the wetlands on the Hilton Head Airport property will be removed by cutting the trees as close a possible to the surface of the ground without disturbing the ground. In addition, you indicate that no stump grinding or stump removal will occur, no mechanized vehicles will be allowed within the wetlands and all of the cut trees and trimmed material will be removed from the wetlands. Based on the activities described, the project will not involve work in a Navigable Water of the United States, nor will it entail the placement of fill material in wetlands/waters of the United States. Therefore, a Department of the Army permit is not required, and you may proceed with the project.

In future correspondence concerning this matter, please refer to SAC 2008-1490-1JT. You may need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management (OCRM). A copy of this letter is being forwarded to that agency for their information. The address for this agency is provided on the enclosed list for your convenience.

If you have any questions concerning this matter, please contact Tracy Dotoio Sanders at 843-329-8044 or toll free (outside of the Charleston area) at 1-866-329-8187.

Respectfully,

A handwritten signature in cursive script that reads "Debra King".

Debra King
Watershed Manager

Copy Furnished:

South Carolina Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29305



6600 Clough Pike
Cincinnati, OH 45244
(513) 233-3700
(513) 624-5182 (fax)
www.wilbursmith.com

January 13, 2009

Dr. Wenonah G. Haire, THPO
Catawba Indian Nation
Tribal Historic Preservation Office
1536 Steven Road
Rock Hill, South Carolina 29730\

RE: *Environmental Assessment for Proposed Improvements at Hilton Head Airport
Beaufort County, South Carolina
THPO #2008-273-1*

Dear Dr. Haire:

In response to your letter dated May 26, 2008, I have included the following information for your review concerning the above-referenced project:

- A copy of the Historic Resources Assessment for the Tree Obstruction Removal Project for Runway 21 at the Hilton Head Island Airport which includes a description of previous land use in the Area of Potential Effect (APE) and a description of the archaeological and historic sites within the APE.
- A copy of the State Historic Preservation Office's letter of concurrence.

Please review the enclosed information and provide your organization's comments regarding the presence of historic properties or traditional cultural, religious, and/or sacred sites of the Catawba Indian Nation that may be impacted by the above-referenced project. Please send your comments to me at the address provided on the letterhead. You may contact me at 513-521-2518 or by e-mail at cammerman@wilbursmith.com if you have any questions or concerns. Thank you very much for your help on this important project for Hilton Head Island.

Sincerely,

WILBUR SMITH ASSOCIATES

Caroline B. Ammerman, AICP
Senior Environmental Planner

Albany NY, Anaheim CA, Atlanta GA, Baltimore MD, Bangkok, Burlington VT, Charleston WV, Chicago IL, Cincinnati OH, Cleveland OH, Columbia SC, Columbus OH, Dallas TX, Dubai, Falls Church VA, Greenville SC, Hong Kong, Houston TX, Kansas City MO, Knoxville TN, Lansing MI, Lexington KY, London, Milwaukee WI, Mumbai, Myrtle Beach SC, New Haven CT, Orlando FL, Philadelphia PA, Phoenix AZ, Pittsburgh PA, Portland ME, Poughkeepsie NY, Raleigh NC, Richmond VA, Salt Lake City UT, San Francisco CA, Tallahassee FL, Tampa FL, Trenton NJ, Washington DC

EMPLOYEE-OWNED COMPANY

Draft Report - Historic Resources Assessment
for the Tree Obstruction Removal Project for Runway 21
at the Hilton Head Island Airport,
Beaufort County, SC

By
Jana Bean

Submitted by
Wilbur Smith Associates
1301 Gervais Street
Columbia, South Carolina 29201
Phone: (803) 758-4500

Prepared for
Lead Federal Agency:
Federal Aviation Administration
AIP 3-45-0030-027-2007

On behalf of
Beaufort County, South Carolina

July 2008

Jana Bean, M.A.
Principal Investigator
1301 Gervais Street
Columbia, South Carolina 29201
Phone: (803) 758-4500
jbean@wilbursmith.com

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Introduction

The FAA is requiring tree trimming and tree removal to be performed in the area of Runway 21 at the Hilton Head Island Airport in order to eliminate obstructions to the airspace. The goal of the FAA is to enhance flight safety by minimizing airspace penetration and maximize the level of safety for outbound and inbound air traffic. WSA is conducting the Environmental Assessment for this project, including the historic resources assessment portion. The airport is owned by Beaufort County and has one runway arranged northeast-southwest. This project concerns the northeast end of the runway which is Runway 21.

Federal obstruction standards (Code of Federal Regulations Part 77) dictate the height of airspace required for landing and taking off of aircraft that must be free of obstructions. The height of airspace that must remain obstruction free increases as one moves away the end of the runway. The heights vary in the rate they increase depending on if it is the approach slope which is to the front of the runway or the transition slope which is to the sides of the runway. These heights are represented as airspace contours on the map in Figure 1, in ten foot increments. These contours determine the height necessary for tree-trimming. For instance, tree heights may reach 50 feet within the 50 foot airspace contour, anything over 50 feet will need to be trimmed. As the airspace contour footage increases, so may the allowable height of the trees.

The Town of Hilton Head Island's local ordinance dictates obtaining approval with the Town prior to tree removal activity. Pruning of trees may not be more than 30% of a tree's leaf surface to assure tree survival and topping is prohibited for trees over six inches in diameter. Also, vegetation layers underneath tree canopies should not be removed in order to protect against soil erosion, increased risk of flooding, and an increase in ground temperatures. (Refer to Chapter 6 of the *Land Management Ordinance* available online at www.hiltonheadislandsc.gov.)

Previous consultation between Hilton Head Island Town Manager Steve Riley and Beaufort County Administrator Gary Kubic resulted in a standard negotiated for tree removal taking place off of airport property for Runway 3 (the opposite end of Runway 21). The Runway 3 tree trimming/removal project is currently underway. This standard may be applied for Runway 21 and would include the removal of all trees on airport property. Where there are existing trees on the edge of airport property, a border of trees may be left standing to serve as a visual buffer around the property. They will need to be trimmed to the prescribed airspace contour height. Offsite, all pine trees will be removed and all other hardwood trees will be trimmed to ten (10) feet below the airspace contour of the affected area. Debris generated from this process will be removed and the area covered with pine straw. If reducing the crown of the tree will result in a loss of greater than 25% of the tree, then the tree will be reduced to either a stump or, if the property owner prefers, the stump may be ground to ground level and the area landscaped. A crane may be used in addition to a bucket truck to provide extra reach to and support of cut trees in order to protect the immediate area including undergrowth and vegetative ground cover.



Figure 1
 Map of Area of Potential Effect, Airspace, Countours, and Historic Resources

HILTON HEAD ISLAND AIRPORT (HOB)
 SOURCE: AECOM, LLC

PREPARED BY

 Wilbur Smith

LEGEND
 Area of Potential Effect
 Historic Resource
 Airspace Countour

SCALE		SCALE: 1" = 100'	
US	M	US	M
0	0	0	0
100	10	100	10
200	20	200	20
300	30	300	30
400	40	400	40
500	50	500	50
600	60	600	60
700	70	700	70
800	80	800	80
900	90	900	90
1000	100	1000	100

SYMBOL	DESCRIPTION	DATE	BY
[Red Outline]	Historic Resource	08/20/14	WJS
[Blue Dashed Line]	Airspace Countour	08/20/14	WJS

1 of 1

Methodology

Jana Bean, an architectural historian with Wilbur Smith Associates, surveyed the area on December 11, 2007 to identify historical resources over 50 years of age that may be eligible for the National Register of Historic Places (NRHP) in accordance with National Register Criteria A, B, and C (36 CFR Part 60.4). Each resource was also evaluated for the potential for impacts on eligible resources by the proposed project within the Area of Potential Effect (APE). The boundary for the APE was defined as the 120 foot airspace contour (see Figure 1) as this would be the extent of required tree obstruction removal. This survey was conducted in compliance with Section 106 of the National Historic Preservation Act of 1966 (NHPA) as amended, and the National Environmental Policy Act of 1969 (NEPA), Federal Regulation 36 CFR 800, and in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (NPS 1983). Documentation for historic resources included color digital photography and notation on the *Hilton Head Island 7.5 minute USGS topographic map (1956)*.



Figure 2- Typical crane and bucket truck used for tree trimming.

Project area

The project area is mixed use residential and commercial including a golf course and several new residential developments. There are also a few undeveloped lots and forested areas. The island is a maritime forest environment with well drained sandy soils and tidal marshes. The area was once plantation cotton and rice fields that transitioned to other crops and then to present-day beach resorts.

Literature Review

A literature review was conducted using the Cultural Resource Information System at the South Carolina Department of Archives and History (SCDAH) to identify previous surveys conducted in the area and any sites listed or eligible for listing on the NRHP for the project area. Site files at the South Carolina Institute for Anthropology and Archaeology were also reviewed for previous archaeological surveys in the area. This literature review revealed two sites within the project area: the Fish Haul Archaeological Site (38BU805), also known as Mitchelville, and Fort Howell (38BU79/1151).

Fish Haul Archaeological Site (38BU805) or Mitchelville (see Figure 3 for 1860s map of Mitchelville) has components from the prehistoric period (1900-1200 B.C.) and historic period (generally 1862-1880). The 33 acre site was listed on the NRHP in 1988. A historical marker is located at the corner of Dillon and Beach City Roads. Currently, the site is split into several residential and undeveloped lots. Part of the site is within the 120 foot contour lines of the approach slope for the project.

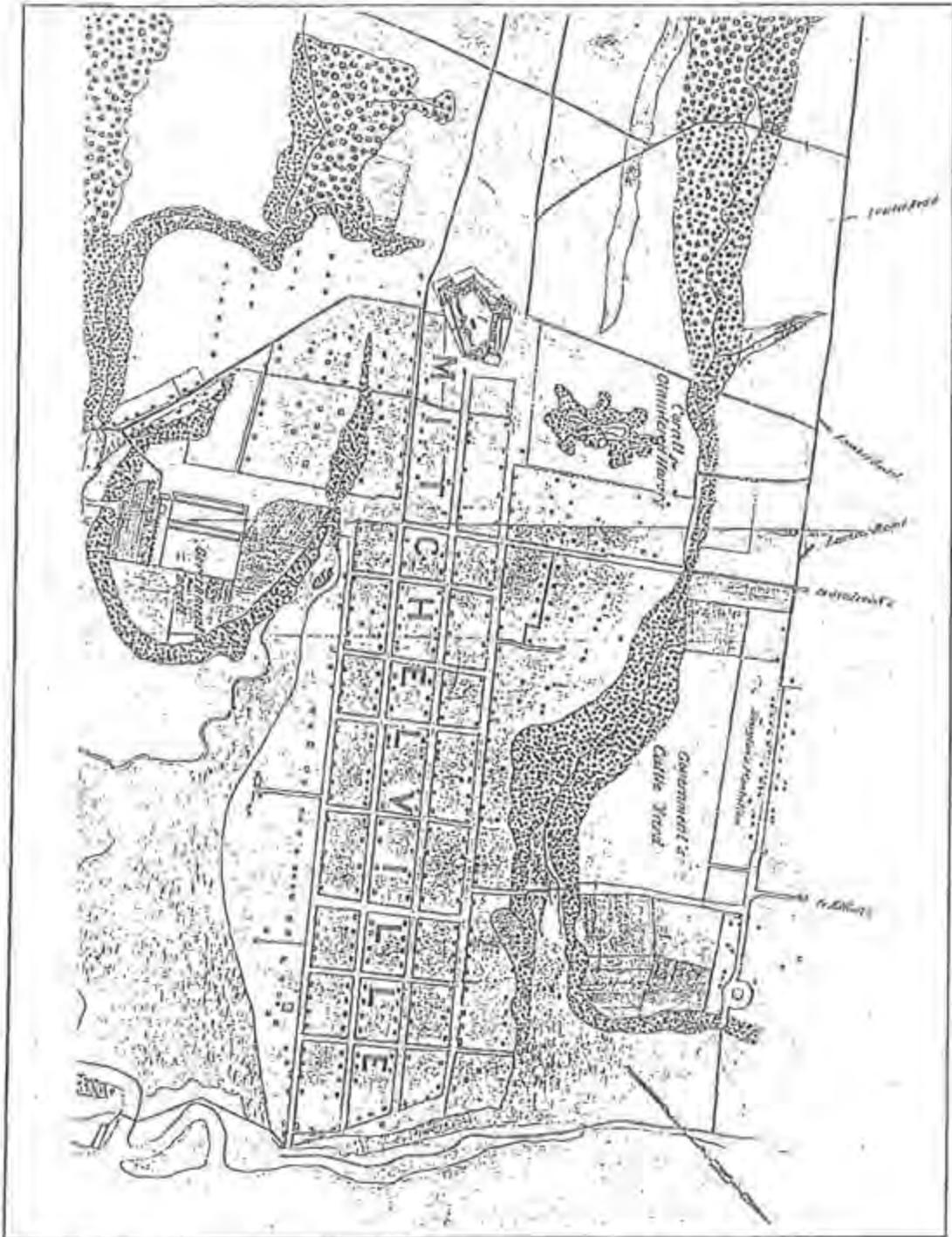


Figure 3- Map of Mitchelville with Fort Howell on the western edge (National Archives RG 77, Map I-52)

Mitchelville is the site of the first freedman's village established by the Union Army in 1862 which then transitioned into a town lasting into the 1870s. Mitchelville had planned streets and one-fourth acre lots. One goal of the village was to provide better housing for former slaves who had made their way to the Union forces. The land was originally part of Drayton's Fish Haul Plantation (Trinkley 1987). By the mid-1870s, residents began to settle throughout the Island and formed several distinct community centers.

Tree trimming activities for this site will occur starting at the 60 foot contour. The project will have no effect on this site.

Fort Howell (38BU 79/1151) is located on Beach City Road near the intersection with Dillon/Fish Haul Road. Fort Howell was determined eligible for the NRHP by Christopher Espenshade et al. in his report *Archaeological Survey and Testing of the Palmetto Headlands Tract* (1989). This survey found three distinct components of the tract: Fort Howell, a portion of Mitchelville to the east of the fort, and a Civil War encampment site to the west of the fort. The fort and the Mitchelville components were recommended to be preserved as greenspace. Data recovery was performed at the camp locus in 1991 found it to be Camp Baird of the 32nd U.S. Colored Infantry which constructed the fort (Espenshade, Christopher, James Legg and Linda Snyder). A 1991 survey (Espenshade et al.) to the south of the fort across Beach City Road also found components of Mitchelville and the encampment but no further work was recommended.

When Hilton Head Island fell to Union forces during the Battle of Port Royal Sound (November 7, 1861), Hilton Head Island became the headquarters for the Department of the South and was a staging area for the naval blockade. Four earthen forts were eventually located on the Island: Fort Walker, which was captured from the Confederate Army during the battle, Fort Mitchell located on the northern tip of the Island, Fort Sherman located facing Port Royal Sound, and Fort Howell. In order to improve the defenses of the Island, particularly in case of attack from the mainland, Fort Howell was ordered constructed in late 1864 with the 32nd U.S. Colored Infantry Troops performing the initial construction. It was named for General Joshua Howell who had been killed in Virginia. This earthen quadrilateral redoubt was constructed on the western edge of Mitchelville with a North Bastion and a Southwest Bastion facing the two roads leading from the interior of the Island (present-day Beach City Road and a parallel road that led to Fish Haul Plantation). There was also a modified priest cap formation that faced Mitchelville. The entrance (sally port) was on the south side with a wooden bridge crossing the ditch that surrounded the fort. It had a capacity for 27 guns and contained four magazines (Trinkley 1996:5, 7, 8). (See Figure 4 for drawing of the fort)

On the 1956 USGS *Hilton Head Island* quadrangle, Fort Howell site is shown incorrectly as Fort Mitchell (see Figure 5).

Hilton Head Island Land Trust Inc. owns the Fort Howell property which is approximately five acres. Open to the public, the property is surrounded by a chain link fence. An open gate allows a few cars into a small sandy parking area during daylight hours. There are informational signs at the parking lot, by the wooden bridge, and at the North Bastion. A residential development, Palmetto Hall Plantation, is adjacent to the property on the north side, an open playing field belonging to Palmetto Hall is on the east, a golf course to the west, and Beach City Road and the airport lie to the south. The site is heavily vegetated with mature trees which help to shield visitors from the modern intrusions of the development and the airport. A foot trail has been worn along the top of the entire earthwork.

The contours for this area start at 40 feet along Beach City Road and graduate to 110 feet at the property's edge next to Palmetto Hall Plantation. The proposed tree obstruction removal project would remove the pine trees and other hardwoods with more than a 25% reduction of tree crown. All other trees would be trimmed to within ten feet of the corresponding airspace contour.

Earthwork Sustainability

The National Park Service (NPS) emphasizes in *Guide to Sustainable Earthworks Management* (NPS 1988) that a major goal in preserving earthworks is to "perpetuate and/or establish a vegetative cover that stabilizes the soil and protects the earthworks from the direct impacts of wind and water erosion" (NPS 1988:18). Leaf litter from hardwoods plus native vegetation provide a protective ground cover that prevents soil erosion. Trees less than 12" in diameter should be retained for their protective cover. Anything larger than that may suffer from wind damage and become uprooted, leaving a large hole that erodes the earthwork or its surrounding areas. Trees growing next to earthworks should remain as they protect the forest floor and provide protection of the earthwork with their canopy. Trees growing on earthworks and particularly on the end slopes of earthworks such as bastions, should be removed if they are damaged, diseased, or have matured enough to be in danger of falling over in a windstorm (NPS 1988:22). The "simplest way of removing hazardous trees is to cut them with a chain saw, directionally-felling them away from earthworks." The cut stems may remain in place to decompose (NPS 1988: 35). Chipped tree limbs from the tree trimming process may be made into mulch and used to cover soils exposed during tree removal.

A condition assessment for Fort Howell was conducted in 1996 by the Chicora Foundation (refer to *A Conservation Assessment and Preliminary Preservation Plan for Fort Howell, Hilton Head Island*, M. Trinkley, et al, Chicora Foundation, 1996). The assessment suggests the following for preservation of the earthworks in relation to the foliage:

- "At this time it would be inappropriate and costly to remove all trees on the earthworks. However, trees should be removed as soon as instability, or a decrease in health that could pose a threat to the earthworks, is detected" (p.39). The "[trees] on the walls do help to hold the earthwork's form, as long as they are healthy." (p.25) However, trees located in the ditch and the terreplain "serve no function," (p.26)
- In regards to the pine trees, the pine straw and debris that has fallen from the trees creates "an acid environment which discourages the growth of many

stabilizing ground covers on the earthwork slopes. We consequently recommend that these pines be selected for removal." (p.39)

- The taller trees provide a canopy shade which helps to alleviate the "harsh microclimate and reduce water stress on the vegetation which is (or will be) stabilizing the earthworks." The canopy provides dappled shade for a healthy ground cover. Trinkley advised that any new plantings of hardwoods should be located outside the "earthwork interpretation zone – essentially the ditch, rampart, and edge terreplain areas." (p.39)

The standard negotiated for the tree trimming/removal project calls for removal of all pines, which Trinkley also recommends. The standard also calls for removal of hardwoods where more than 25% of the tree crown will be trimmed. The NPS and Trinkley (1996) recommend removing diseased trees, trees that are more than 12" in diameter, and trees on the slopes of the earthwork. Also, both recommend leaving enough trees standing, particularly next to the earthwork walls, to provide a protective canopy. Trinkley (personal communication January 9, 2008) does not recommend stump grinding of trees located on or immediately next to the earthworks and the NPS recommends the use of chain saws to remove trees.

Potential Effects of the Project

Reducing the canopy shade through trimming and removal may diminish the existing vegetative ground cover and lead to soil erosion. A cluster of mostly pine trees between the parking area and the fort currently limits vehicular access and helps to discourage multiple footpaths from forming. If these trees were completely removed then further barriers would need to be erected to prevent cars from driving up to the fort and a well-marked walkway would need to be established to prevent visitors from making multiple paths to the fort entrance. Also, if heavy tree removal is required in this area or along Beach City Road, then this would reduce the visual buffer that now exists between the fort and Beach City Road and the airport (Trinkley 1996:25). The tree trimming and tree removal process itself may have damaging effects to the earthwork or contribute to future erosion problems, especially if the trees are located on the earthwork itself. Vehicular traffic to perform the tree trimming/removal, such as a bucket truck or crane, can cause compaction of the soil leading to erosion. If vehicles are used when the ground is wet then rutting may occur (Trinkley personal communication 2008).

However, these potential effects may be minimized if guidelines are established for appropriate treatment of the earthwork during tree trimming and removal. This may include the following:

- Use of a crane like that shown in Figure 2 and used on Runway 3 to protect the undergrowth and existing vegetative ground cover;
- Use of a chain saw on trees located on the earthwork or areas that would be affected by vehicular traffic;
- Turn chipped tree limbs into mulch to be reused as a ground cover to prevent erosion of the soils around and on the earthwork;
- Leave some pine trees standing that are below the prescribed airspace contours to secure a visual buffer;
- Leave stumps on the earthwork for erosion control.

Field Survey Results

Resource 1- St. James Baptist Church

The St. James Baptist Church is located at 209 Dillon Road. The church was organized in 1886 as a branch from the First African Baptist Church (1865), which is the oldest church building and second oldest Gullah congregation on the Island. (See Figure 1 for location.)

This is the third structure on this site. The first structure burned and the second rotted away. The present structure was constructed in the 1940s and renovated in 2005 (Deacon Perry White, personal communication January 23, 2008). The church is a one-story, front gable brick structure in the center aisle nave style. There is an entry gable porch with square columns and concrete steps with a wheelchair ramp extending to the side. There are stained glass windows to either side of the wooden double doors and six stained glass windows along both sides of the church. The roof has asphalt shingles and a steeple on the ridge at the front. Renovations in 2005 added a side gable addition to the rear, new stucco finish, gable entry porch, ramp, new steeple, and new stained glass windows.



Figure 6- St. James Baptist Church looking southwest.

Deacons Charles Young and Perry White (personal communications December 11, 2007 and January 23, 2008) stated that generations from the surrounding community have been attending this church since its inception. Prior to better transportation facilities with the mainland in the mid-1950s, an itinerate preacher came once a month. Each community centered on a church, usually within walking distance. The local community has historically used the building as a meeting place for worship and non-worship matters as it was the largest facility for the community. (Deacon Young,

personal communication 2007) The churches were a way for African Americans to continue self-governance when their civil rights were eroded following Reconstruction.

Gullah refers to the language and culture of descendants of slaves on the coastal islands of Georgia and South Carolina. The St. James church is one of the meeting sites for the Hilton Head Island Gullah Celebration because of its historical association with the Gullah people on the Island. Keeping alive the customs of their ancestors includes the custom of spirituality which is expressed through gospel singing, shouts, and the community coming together. The church is located in the Mitchelville/Cherry Hill Native Island Neighborhood. Native Islander refers to individuals descended from Gullah slaves who currently live on the Island (Town of Hilton Head Island 2004:Table II-1). Surrounding Native Island neighborhoods include Bay Gall, Drayton, Grassland, and Big Hill. The church is also included as one of the stops on the commercially developed "Gullah Heritage Trail Tours" narrated by Emory Campbell as a site of traditional Gullah worship practices (Lange 2007). The church is listed as eligible for the NRHP in a list compiled by the Town of Hilton Head Island of the Cultural Resources element of their Comprehensive Plan (2004:Table II-2). Fort Howell, Mitchelville, and the Cherry Hill school are also on this list and included on the Gullah Heritage tour. However, no determination of eligibility has previously been made by the SC SHPO for the church or school.

This resource is not recommended eligible to the NRHP due to the complete renovation of the building and addition to the rear. It does not retain integrity in the areas of design, workmanship, or materials. Due to its association with the cultural practices of the Hilton Head Island Gullah community, it is recommended as a Traditional Cultural Property.

The Church's property adjoins the airport's property. The airport intends to leave a visual buffer of trees around its property and trim those trees to the airspace contours of 50 and 60 feet in this area. The tree trimming project will have no effect on this resource.

Resource 2- Cherry Hill School (St. James Baptist Church Annex)

The Cherry Hill School is located at the corner of Beach City Road and Dillon/Fish Haul Road. This one-room school opened for African American children on the Island in circa 1931. It was one of a dozen schools constructed on the Island in the 1930s for the education of African American children. It was in use until a modern school for all of the Island's African American children was constructed in 1954. It was then purchased by St. James Baptist Church in 1961 for use as a gathering place. The school is named for the Cherry Hill plantation that encompassed this area prior to the Civil War. (See Figure 1 for location.)



Figure 7- Cherry Hill School looking to the northeast.

The schoolhouse is a frame, front gable structure on brick piers with weatherboard siding. The front entry porch with shed roof has wooden steps and a wooden wheelchair ramp to the side. The front porch was probably constructed at the time the ramp was built. The front door is paneled. There are six 1/1 windows along the south elevation and two square windows on the west elevation situated near the roofline. The roof has asphalt shingles and the side eaves are enclosed with particle board. There is a brick chimney on the ridgeline at the front. A gable addition that is lower than the main roofline and rests on brick piers was added to the rear in the 1960s for use by the St. James Baptist Church as kitchen and restroom facilities. The interior maintains the original wood flooring and bead board paneling. There is a bike path in front of the school and parking lot to the side.

The Cherry Hill Schoolhouse is recommend eligible under Criteria A for association with African American education and Criteria C as an example of 1930s one-room schoolhouse construction. It has retained its integrity of materials, setting, workmanship, and feeling. The recommended NRHP boundaries for this resource are the current property lines (See Figure 1).

There are no trees on this property. The border of trees to be left standing on the edge of the airport's property behind the St. James Baptist Church will be a visual buffer between the school site and the airport property. These trees will be trimmed to the 50 and 60 feet contours. The project will not have an effect on this resource.

Summary and Conclusions

WSA conducted the historic resources survey portion of the EA for the proposed tree obstruction removal project at Runway 21 of the Hilton Head Island Airport in Beaufort County, SC. Two historic resources and two archaeological sites were identified within the project's APE. Mitchelville (38BU805) is listed on the NRHP and Fort Howell (38BU79/1151) is eligible for listing on the NRHP. The two historic resources were evaluated under Criteria A, B, and C for eligibility to the NRHP. Resource 1 is recommended as a Traditional Cultural Property for its association with the spiritual customs of the Gullah culture that is prevalent on Hilton Head Island. Resource 2, Cherry Hill Schoolhouse, is eligible for the NRHP under Criteria A for association with African American education and Criteria C as an example of 1930s one-room schoolhouse construction.

The proposed project of tree trimming and removal potentially affects Fort Howell (38BU79/1151) if project guidelines in order to ensure that the historic and environmental integrity of the earthworks are not followed. Project guidelines may include the following:

- o Use of a crane like that shown in Figure 2 and used on Runway 3 to protect the undergrowth and existing vegetative ground cover;
- o Use of a chain saw on trees located on the earthwork or areas that would be affected by vehicular traffic;
- o Turn chipped tree limbs into mulch to be reused as a ground cover to prevent erosion of the soils around and on the earthwork;
- o Leave some pine trees standing that are below the prescribed airspace contours to secure a visual buffer;
- o Leave stumps on the earthwork for erosion control.

References Cited

Espenshade, Christopher, et al.

1989 *Archaeological Survey and Testing of the Palmetto Headlands Tract*. Brockington and Associates, Columbia, SC.

1991 *Archaeological Survey of the 29 Acre Palmetto Headlands Phase V Tract*. Brockington and Associates, Columbia, SC.

Espenshade, Christopher, James Legg and Linda Snyder

1991 *Camp Baird: Archaeological and Historical Investigation of the Autumn 1864 Camp of the 32nd US Colored Infantry, Hilton Head Island, South Carolina* (Beaufort County). Brockington and Associates, Columbia, SC.

Lange, Linda

2007 "Distinctly Gullah." *Knoxville News Sentinel* 14 January: available online at http://www.knoxnews.com/kns/travel/article/0,1406,KNS_336_5273006,0_0.html.

National Park Service

1983 *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*. U.S. Department of the Interior, Washington D.C.

1998 *How to Apply the National Register Criteria for Evaluation*. U.S. Department of the Interior, Washington D.C.

1998 *Guide to Sustainable Earthworks Management*. U.S. Department of the Interior, Washington D.C.

Town of Hilton Head Island

2004 *Town of Hilton Head Island Comprehensive Plan* available online at <http://service2.hiltonheadislandsc.gov/ComPlan>

2007 *Land Management Ordinance* available online at <http://www.hiltonheadislandsc.gov/Depts/plng/planmain.html>

Trinkley, Michael

1987 "Fish Haul Archaeological Site." National Register of Historic Places Inventory-Nomination Form. Ms. on file, South Carolina Department of Archives and History, Columbia, SC.

1996 *Conservation Assessment and Preliminary Preservation Plan for Fort Howell, Hilton Head Island*. Chicora Foundation, Columbia, SC.

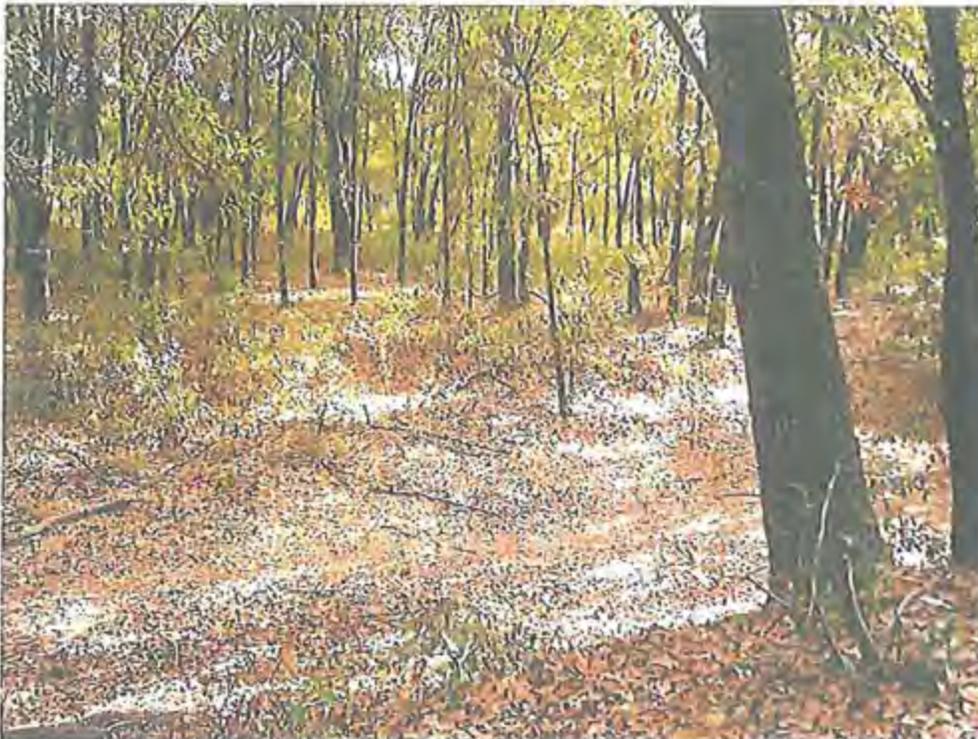
United States Geological Survey

1956 *7.5' Hilton Head Island, South Carolina Quadrangle*. Department of the Interior, Geologic Survey, Washington, D.C.

**Appendix A
Photographs**



Visitor entrance- view from parking lot showing several trees marked for removal or trimming. Also notice lack of barrier between parking and access to footpath.



View from scarpwall with trench in foreground looking toward Beach City Rd. Several trees marked for removal or trimming between fort and road.



View at the sally port from pedestrian bridge over trench looking toward Beach City Rd. Southwest Bastion is on the right side of the picture.



View from pedestrian bridge in to the terreplain with scarpwall on the left side of the picture.



Southwest Bastion looking north. View of trees growing on the earthwork.



View of terreprain looking toward pedestrian bridge.



Resource 2-Cherry Hill School looking southeast.



Interior of Cherry Hill school.



31 July 2008

SHPO Number 08-FK0076

Ms. Jana Bean
 Wilbur Smith Associates
 P.O. Box 92
 Columbia, South Carolina 29202-0092

Re: Hilton Head Island Airport, Runway 21, Tree Obstruction Removal
 Federal Aviation Administration #AIP 3-45-0030-027-2007
 Draft Report - "Historic Resources Assessment for the Tree Obstruction Removal Project for Runway 21 at the Hilton Head Island Airport, Beaufort County, SC" (Bean; July 2008)

Dear Ms. Bean:

Our Office has reviewed the draft Historic Resources Assessment (HRA) referenced above, prepared for the undertaking referenced above. We also discussed the undertaking with you via telephone the week of 14 July 2008 and met on-site on 29 July 2008. At the 29 July 2008 meeting we learned that local ordinance requires that for each tree that will be removed a new one must be planted on the same tract, but that this requirement is being negotiated and its status is presently uncertain. Our comments are provided in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations 36 CFR 800: Protection of Historic Properties.

The Area of Potential Effects (APE) is defined in the HRA as within the 120-foot airspace contour around Runway 21. The HRA identifies two National Register listed or eligible properties within the APE, Fish Haul Archaeological Site/Mitchelville (38BU805) and Fort Howell (38BU79/1151), as well as documents and evaluates two additional above-ground resources, St. James Church and Cherry Hill School. Our Office concurs with the assessment that the St. James Church is not eligible for listing in the National Register of Historic Places, but that it may be a Traditional Cultural Property. We also concur that the Cherry Hill School is eligible for listing in the National Register.

Our Office advises that the boundaries of the National Register listed Fish Haul Archaeological Site/Mitchelville (38BU805) do not correspond to the historical extent of Mitchelville, and that the historical village as depicted on Figure 3 of the HRA extended throughout much of what is now the APE. In conjunction with review of state-permitted projects in the Coastal Zone of South Carolina, archaeological deposits associated with historical Mitchelville outside of 38BU805 have been determined by our Office to be eligible for the National Register. A part of Mitchelville immediately east of Fort Howell has been green-spaced. Archaeological deposits associated with other expanses of historical Mitchelville have never been evaluated for the National Register, but occur in forested areas of the APE. We recommend for this undertaking that these unevaluated areas be treated as if they were eligible for the National Register.

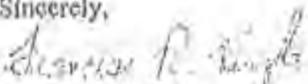
The project guidelines proposed for tree trimming and removal appear appropriate to minimize effects to Fort Howell (38BU79/1151). We also advise that the tree trimming and removal be performed only when

the ground is dry to prevent rutting, and that mulch from chipped pine tree branches not be used at the earthworks. There should be no vehicles on or inside the earthwork. Our Office also recommends the following guidelines for tree trimming and removal throughout the historical extent of Mitchelville so as to minimize effects to its archaeological deposits. We would agree to tree trimming or removal by hand or with the use of rubber-tired machinery, and only in dry conditions. Stumps may be shortened to the level of the existing ground surface but not extracted or ground out. Equipment operators are to be advised of the need to minimize or prevent disturbances to the ground surface so as to protect the archaeological deposits associated with Mitchelville.

The requirement for planting trees to replace those that will be removed is currently being negotiated, with the outcome uncertain. Effects cannot be determined at this time. However, our opinion is that planting trees at Fort Howell or within the undeveloped parts of the historical extent of Mitchelville would constitute an adverse effect to those properties. We strongly advise that the negotiations include discussion regarding whether tree replanting would be required on historic properties, how such a requirement would interface with local ordinance that protects archaeological/historical sites (THHI Municipal Code Sec. 17-2-112), or whether an alternative regimen would be allowed to plant replacement trees on a different tract off the historic property. We request that consultation with our Office continue regarding the planting of replacement trees.

At this time we will need two copies of a final version of the Historic Resource Assessment incorporating the Resource Numbers obtained from our Office for St. James Baptist Church and Cherry Hill School. If you have any questions regarding above-ground resources, please contact Ms. Rebekah Dobrasko at (803) 896-6169 or at dobrasko@scdah.state.sc.us. With questions concerning archaeological resources, establishing the historical extent of Mitchelville within the APE, or continuing consultation, please contact me at (803) 896-5487 or at fknight@scdah.state.sc.us.

Sincerely,


Frances R. Knight
Staff Archaeologist
State Historic Preservation Office

cc: Ms. Lisa Favors, FAA

Stearns, Charles F

From: Christine Koczera [koczerc@dhec.sc.gov]
Sent: Tuesday, July 13, 2010 12:14 PM
To: Shannon Hicks; Blair N. Williams; Stearns, Charles F
Cc: Paul Andres
Subject: RE: DHEC-OCRM Website

Hi Charlie,

I am writing in response to your letter dated June 24, 2010 regarding the tree obstruction removal within the boundaries of the FAA approach surface for Hilton Head Airport (HXD) in Beaufort County, SC. Based on the summary provided in your letter, both the Wetland and Stormwater Sections have determined that this work will not result in any wetland impacts or need a land disturbance permit. Therefore, no action is required by OCRM at this time. Any additional work conducted outside the scope described in your summary, may require DHEC/OCRM's approval. Please let me know if you have any questions or concerns.

Thank You,

Christine Koczera

Christine Koczera
Stormwater Permit Coordinator
Regulatory Division
Stormwater and State Certification Section
SC DHEC/Ocean and Coastal Resource Mgt.
Phone: 843-953-0702, Fax: 843-953-0260 or 0259
Email: koczerc@dhec.sc.gov

Please take our customer satisfaction survey: <http://www.scdhec.gov/environment/ocrm/permit/>

a

>>> "Stearns, Charles F" <CSTEARNS@wilbursmith.com> 6/25/2010 5:15 PM >>>

Thanks Shannon.

Blair, I shipped a package to the Charleston office yesterday which should arrive NLT Monday, June 28 via UPS 2nd Day service, for the following project:

Hilton Head Island Airport (HXD), Tree Obstruction Removal Runway 21 Approach

It is not addressed to you since I didn't know to whom it should go until after speaking with Shannon today. I believe that the request contained therein will be self explanatory, however, please give me a call when you have had a chance to look at it and if you have questions about the proposed project.

Thank you.

Charlie

Charles F. Stearns, PE
Vice President
Transportation Design Manager

Wilbur Smith Associates
(803) 758-4555 Office
(803) 758-4561 Fax

-----Original Message-----

From: Shannon Hicks [mailto:hickss@dhec.sc.gov]
Sent: Friday, June 25, 2010 3:26 PM
To: Stearns, Charles F
Cc: Blair N. Williams
Subject: DHEC-OCRM Website

Charlie-

The link to the DHEC-OCRM website is <http://www.scdhec.gov/environment/ocrm/> and Blair Williams e-mail address is WILLIABN@dhec.sc.gov.

Shannon Hicks, PE
Manager, Stormwater Permitting and Certification Section
Regulatory Division
SC DHEC – Ocean and Coastal Resource Management
P: 843-953-0240 / F: 843-953-0260
hickss@dhec.sc.gov

Please take our customer satisfaction survey:
<http://www.scdhec.gov/environment/ocrm/survey.htm>



June 24, 2010

South Carolina Department of Health and Environmental Control
Ocean and Coastal Resource Management
1362 McMillan Avenue, Suite 400
Charleston, SC 29105

RE: Hilton Head Island Airport (HXD)
Beaufort County
Tree Obstruction Removal Runway 21 Approach (On-Airport)
WSA PN 104460

Gentlemen:

Wilbur Smith Associates has prepared construction plans for the removal of on-airport tree obstructions located within the boundaries of the FAA Part 77 34:1 approach surface. The FEA/FONSI/ROD for this project is on file at the airport, at FAA and at our office in Columbia, SC. Please reference the attached correspondence from your office in response to our coordination with you during development of the EA. We have also attached a copy of correspondence with the USACE regarding this matter, dated June 24, 2010.

The project limits for this work lie outside the OCRM critical zone. We are hereby requesting from your office a letter of consistency along with any requirements that you may have relative to this work, including work within the platted fresh water wetlands shown on the enclosed drawings prepared by our company.

Following is a summary of the requirements set forth in the plans.

Wetlands and Buffers

- Wetlands and buffers will be flagged by the Contractor prior to any tree trimming or removal activities
- Mechanized vehicles will not be allowed within wetlands or buffers
- Tree obstructions will be trimmed to below the 34:1 surface or removed
- An onsite arborist assigned to this project will make the final decision on whether to trim or remove each tree based upon his/her opinion of survivability if trimmed
- Removed trees and material trimmed from trees will be removed from the wetlands and buffers
- Trees to be removed will be cut off as close to the surface of the ground as possible without disturbing the ground
- No grinding or removal of stumps will be allowed
- Contractor will take reasonable care not to disturb understory growth

Non-Wetland, Non-Buffer Areas

- Trees on airport property in non-wetland, non-buffer areas will be removed
- Trees will be cut off as close to the surface of the ground as possible without disturbing the ground
- Stumps will not be removed and no grubbing will be allowed (with the exception of possible installation of logging roads as prescribed in the U.S. Forestry Commission's BMP Handbook)
- Grinding of stumps will not be allowed except in landscaped areas; grinding below the existing ground surface will not be allowed
- Removed trees and material trimmed from trees will be removed from the property and/or ground up and used as mulch in non-wetland areas
- No grading will be allowed

We would appreciate your review of this request at your earliest convenience. If you have questions or need additional information please contact me at (803) 758-4555, at estearns@wilbursmith.com or at the letterhead address.

Thank you in advance for your consideration and response.

Sincerely,



Charles F. Stearns, PE, PLS
Vice President
Director, Roadway Division

CFS:ld

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Cc: Hilton Head Island Airport, P.O. Box 23739, Hilton Head Island, SC 29925



C. Earl Hunter, Commissioner
Promoting and protecting the health of the public and the environment.

June 17, 2008

Ms. Caroline Ammerman
Wilbur Smith Associates
Clough Pike
Cincinnati, OH 45244

Re: Hilton Head Airport Proposed Improvements
Beaufort County

Dear Mr. Ammerman:

Coverage under the NPDES Phase II, General Permit for Storm Water Discharges from Large and Small Construction Activities will not be required if all of the following conditions are met:

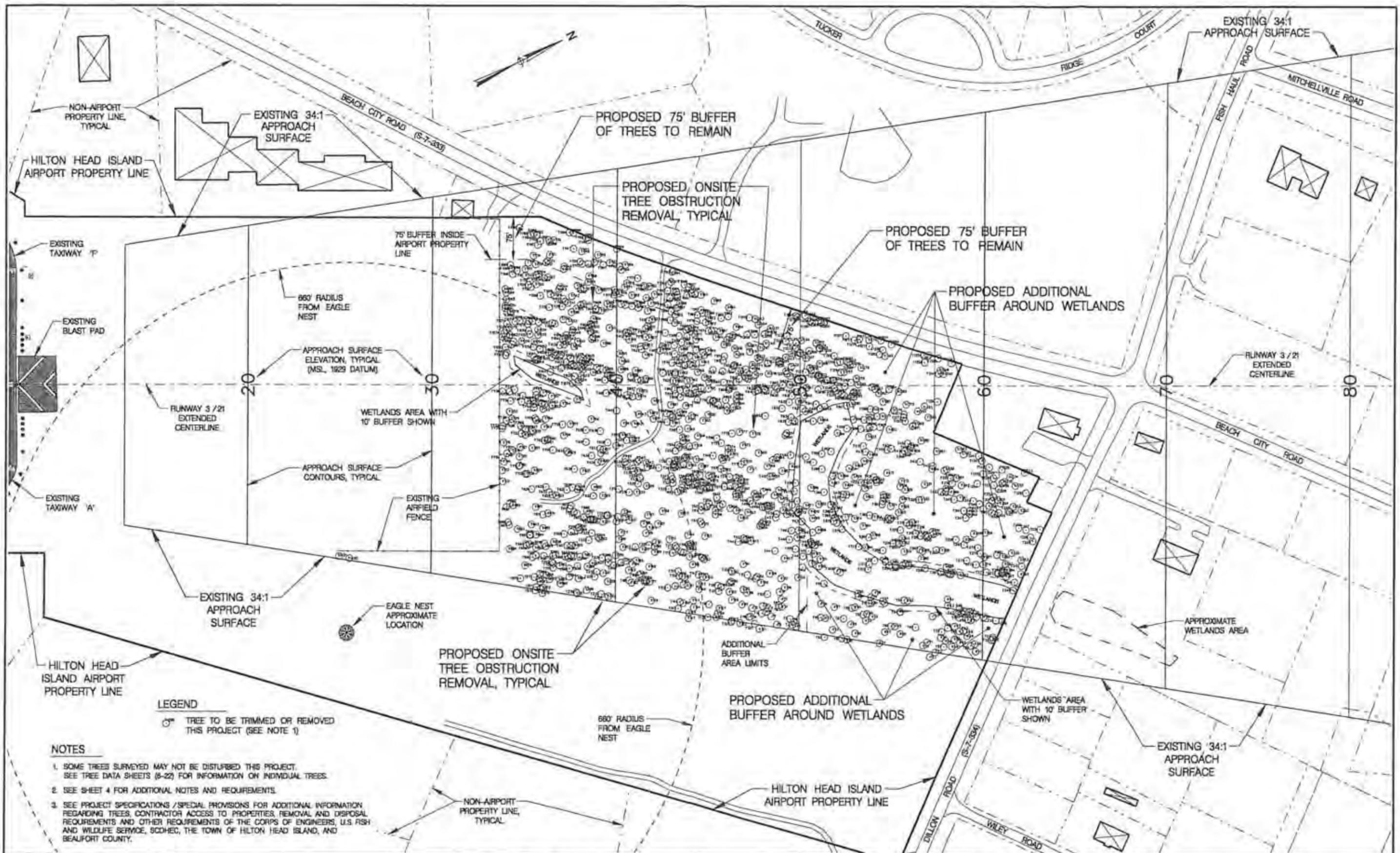
- 1) The site must install, maintain, and comply with all of the Best Management Practices (BMP'S) in the S.C. Forestry Commission's BMP Handbook, which is available at: <http://www.state.sc.us/forest.refbmp.htm>
- 2) There should be no removal of stumps / grubbing (with the exception of installation of logging roads as prescribed in the above manual.)
- 3) There should be no grading of the site.

Any work beyond the parameters of the above will require a NPDES Phase II, Construction General Permit. In addition the above referenced project may need several permits and certifications from DHEC-OCRM. If the site contain wetlands; a wetland delineation will be required.

I am available to review more detailed plans of the project as it progresses. Presently, it appears you are aware of the various requirements relating to DHEC-OCRM approval of the project.

Sincerely,

Blair N. Williams
Project Manager
Regulatory Programs Division



LEGEND
 ○ TREE TO BE TRIMMED OR REMOVED THIS PROJECT (SEE NOTE 1)

NOTES

- SOME TREES SURVEYED MAY NOT BE DISTURBED THIS PROJECT. SEE TREE DATA SHEETS (8-22) FOR INFORMATION ON INDIVIDUAL TREES.
- SEE SHEET 4 FOR ADDITIONAL NOTES AND REQUIREMENTS.
- SEE PROJECT SPECIFICATIONS / SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION REGARDING TREES, CONTRACTOR ACCESS TO PROPERTIES, REMOVAL AND DISPOSAL REQUIREMENTS AND OTHER REQUIREMENTS OF THE CORPS OF ENGINEERS, U.S. FISH AND WILDLIFE SERVICE, SCHEC, THE TOWN OF HILTON HEAD ISLAND, AND BEAUFORT COUNTY.

REVISIONS	
REV. NO.	DESCRIPTION OF REVISION

DESIGNED BY: HAP DATE: 05-11-2010
 DRAWN BY: HAP/RWF DATE: 05-17-2010



PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HID)
 HILTON HEAD ISLAND, SC

TREE OBSTRUCTION REMOVAL PLAN



June 24, 2010

Department of the Army
Charleston District, Corps of Engineers
69A Hagood Avenue
Charleston, South Carolina 29403-5107

RE: SAC 2008-1490-1JT
Beaufort County
Hilton Head Island Airport (HXD)
Tree Obstruction Removal Runway 21 Approach (On-Airport)
WSA PN 104460

Attention: Ms. Debra King

Dear Ms. King:

Per my telephone conversation with Ms. Tracy Dotolo on June 24, 2010, we are hereby requesting a "no permit required letter" for work to be done within the wetlands areas referenced in your letter dated October 22, 2008, copy enclosed. As requested in your letter, we have also enclosed a copy of the wetlands plat prepared by Ward Edwards, dated June 3, 2008.

The purpose of this project is to eliminate tree obstructions on airport property that are within the boundaries of the FAA Part 77 34:1 trapezoidal approach surface to the Hilton Head Island Airport.

The enclosed plan sheets depicting the project area were prepared by Wilbur Smith Associates for Beaufort County. Following is a summary of the requirements set forth in the plans relative to wetlands.

Work within Wetlands

- Wetlands and 10-foot wide wetland buffers will be flagged by the Contractor, in accordance with the plat prepared by Ward Edwards dated June 3, 2008, prior to any tree trimming or removal activities
- Mechanized vehicles will not be allowed within wetlands
- Tree obstructions will be trimmed to below the 34:1 surface or removed
- An onsite arborist assigned to this project will make the final decision on whether to trim or remove each tree based upon his/her opinion of survivability if trimmed
- Removed trees and material trimmed from trees will be removed from the wetlands
- Trees to be removed will be cut off as close to the surface of the ground as possible without disturbing the ground

Ms. Debra King
Department of the Army
Page 2
June 24, 2010

- No grinding or removal of stumps will be allowed
- Contractor will take reasonable care not to disturb understory growth

We would appreciate your review of this application at your earliest convenience. If you have questions or need additional information please contact me at (803) 758-4555, at cstearns@wilbursmith.com or at the letterhead address.

Thank you in advance for your consideration and response.

Sincerely,



Charles F. Stearns, PE, PLS
Vice President
Director, Roadway Division

CFS:ld

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Cc: S.C. Department of Health and Environmental Control
Office of OCRM, 1362 McMillan Avenue, Suite 400, Charleston, SC 29407

Beaufort County, 100 Ribaut Road, Beaufort, SC 29902

Hilton Head Island Airport, P.O. Box 23739, Hilton Head Island, SC 29925



LEGEND:
 ▲ WETLAND FLAG
 △ WETLAND POINT OF BEGINNING
 ▭ WETLAND
 ○ SC 2100



- NOTES:
1. THIS LOT LIES IN ZONE A-7, GULF B.L. 14.07 ZONES B & C, NOT SPECIAL FLOOD HAZARD AREAS, PER 9/7/98, FEDERAL REG. 17-0, COMMUNITY NO. 450250.
 2. THIS PARCEL IS A PORTION OF TAX PARCEL NUMBER B210,208,200,000,000.
 3. WETLANDS SHOWN WERE FLAGGED AND LOCATED BY WARD EDWARDS SURVEY RECORDS PERSONNEL USING TRIMBLE PNO-BR GPS EQUIPMENT.
 4. ALL WETLAND AREAS BEGIN AT THE POINT OF BEGINNING AND PROCEED IN A CLOCKWISE DIRECTION, GRAPHICALLY.
 5. THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT FOR THE TRANSFER OF PROPERTY OR RECORDING.
 6. THE WETLANDS SHOWN ON THIS PLAN ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT (OCRM), FOR DISTURBANCE TO THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.

PROPERTY LINE TABLE

LINE	LENGTH	BEARING
L1	148.11'	S41°17'43"W
L2	108.85'	S25°01'09"W
L3	58.81'	S23°51'57"W
L4	132.04'	S4°42'04"E
L5	209.26'	N46°08'59"E
L6	50.00'	S26°49'04"E
L7	50.00'	N46°08'59"E
L8	32.25'	S26°49'04"E
L9	121.62'	N46°07'54"W
L10	32.15'	N46°07'54"W
L11	23.15'	N46°07'54"W

WETLAND "A"

LINE	LENGTH	BEARING
L12	64.00'	N48°13'24"E
L13	43.18'	N48°09'44"E
L14	34.76'	N67°50'07"E
L15	11.97'	S78°45'28"E
L16	39.43'	S42°37'39"W
L17	41.28'	S54°43'47"W
L18	18.20'	N73°37'25"W

ACREAGE TABLE

WETLAND "A"	0.06 AC.
WETLAND "B"	0.99 AC.
TOTAL	1.05 AC.

WETLAND "B"

LINE	LENGTH	BEARING
L20	37.48'	S35°38'54"W
L21	82.78'	S37°28'02"W
L22	43.41'	S19°30'09"W
L23	51.87'	S25°43'37"W
L24	71.30'	S41°34'36"W
L25	52.65'	S46°43'24"W
L26	61.87'	S6°37'02"W
L27	78.27'	N65°15'46"W
L28	48.74'	N70°25'24"W
L29	42.44'	N60°56'28"W
L30	85.23'	N60°37'21"W
L31	73.21'	N60°37'21"W
L32	83.89'	N70°24'59"W
L33	27.09'	N74°53'20"E
L34	46.64'	S20°19'10"E
L35	46.32'	S41°43'27"E
L36	53.12'	S69°34'42"E
L37	36.64'	N60°56'45"E
L38	54.06'	N70°25'24"E
L39	61.46'	N60°37'21"E
L40	45.37'	N20°32'24"E
L41	76.26'	N20°32'24"E
L42	81.22'	N20°32'24"E
L43	54.80'	N20°32'24"E
L44	24.00'	N20°32'24"E

- REFERENCES:
- 1) A TIE & TOP SURVEY OF PLOT "A", 10.52 ACRES, STARTED BY ADAPANT TO HILTON HEAD ISLAND AIRPORT DATED 02/7/7900, BY: DONALD K. OOK, S.C.S.L.S. 19910
 - 2) A PLAT OF HILTON HEAD ISLAND AIRPORT DATED 10/27/2000, BY: ROBERT D. THROCKMOR IV, S.C.S.L.S. 14818

MISCELLANEOUS TIE LINE
 LINE LENGTH BEARING
 L12 251.98 S52°42'48"E



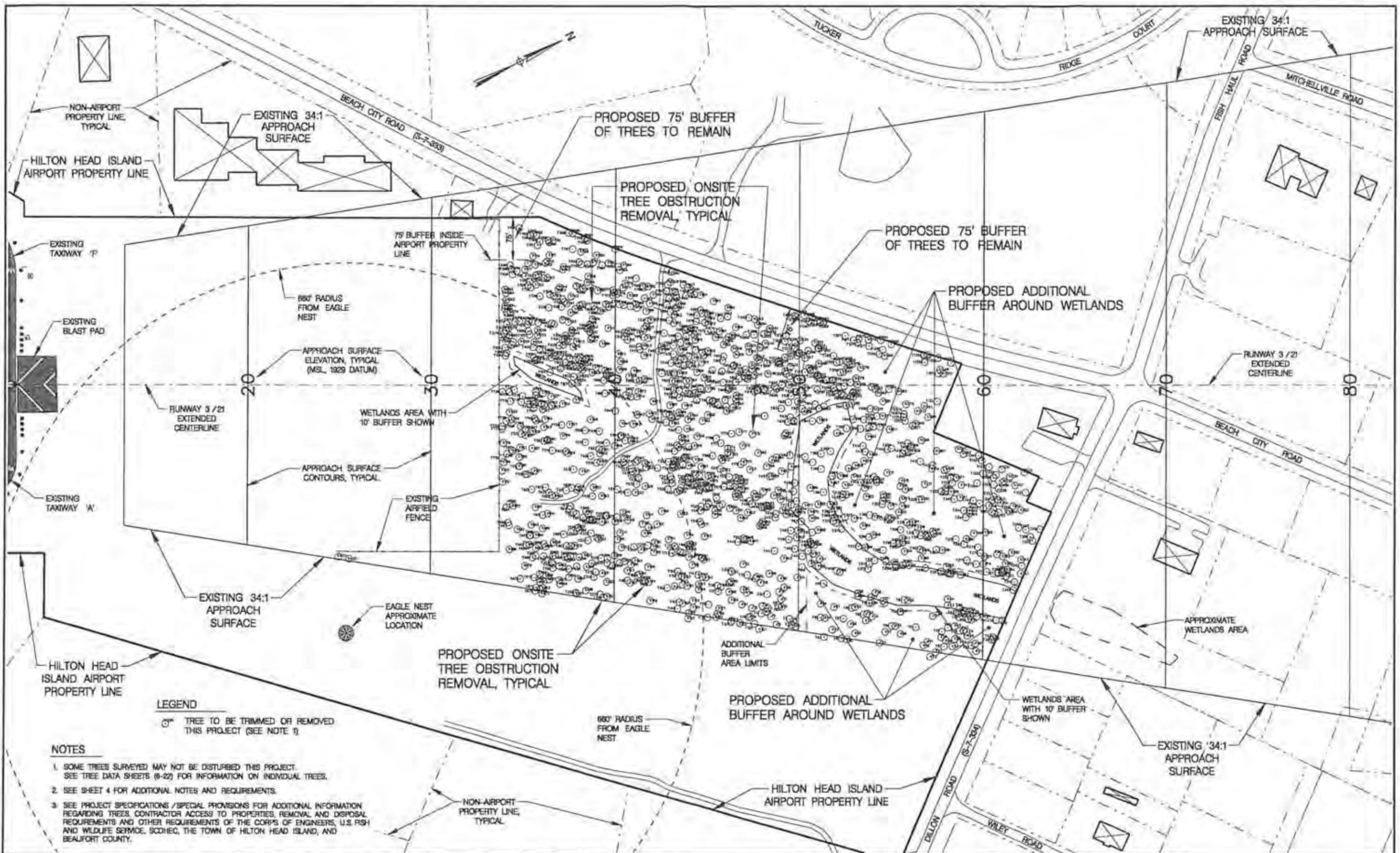
MICHAEL M. GARDNER
 S.C.S.L.S. No. 12239
 NOT VALID UNLESS SIGNED WITH SEAL

A WETLAND EXHIBIT
**NORTHERN PORTION OF THE
 HILTON HEAD ISLAND
 AIRPORT PROPERTY**
 PREPARED FOR:
WILBUR SMITH & ASSOCIATES, INC.
 HILTON HEAD ISLAND
 BEAUFORT COUNTY, SOUTH CAROLINA



**WARD
 EDWARDS, INC.**
 Engineering • Planning • Science • Surveying
 P.O. Box 281
 Beaufort, SC 29516
 Phone (843) 821-1995
 Fax (843) 821-2356
 http://www.WardEdwards.com

FIELD NOTES
 DRAWN BY
 CHECKED BY
 DATE
 SHEET
 1 OF 1



LEGEND

- TREE TO BE TRIMMED OR REMOVED THIS PROJECT (SEE NOTE 1)

NOTES

1. SOME TREES SURVEYED MAY NOT BE DISTURBED THIS PROJECT. SEE TREE DATA SHEETS (8-22) FOR INFORMATION ON INDIVIDUAL TREES.
2. SEE SHEET 4 FOR ADDITIONAL NOTES AND REQUIREMENTS.
3. SEE PROJECT SPECIFICATIONS /SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION REGARDING TREES, CONTRACTOR ACCESS TO PROPERTIES, REMOVAL AND DISPOSAL REQUIREMENTS AND OTHER REQUIREMENTS OF THE CORPS OF ENGINEERS, U.S.FISH AND WILDLIFE SERVICE, SCDEC, THE TOWN OF HILTON HEAD ISLAND, AND BEAUFORT COUNTY.

REV. NO.	DATE	REVISIONS

DESIGNED BY	HAP	DATE	05-11-2010
DRAWN BY	HARIWVF	DATE	05-17-2010

PLANS PREPARED BY

 ENGINEERS
 PLANNERS
 ARCHITECTS

PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HID)
 HILTON HEAD ISLAND, SC

PROJECT NO. (SHEET)
 PROJECT NO. (SHEET)
 TREE OBSTRUCTION REMOVAL PLAN



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
68A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

RECEIVED NOV 24 2008

October 22, 2008

Regulatory Division

Mr. James Gentry
Ward Edwards
138 Canal Street Suite 304
Pooler, Georgia 31322

Re: SAC 2008-1490-1JT
Beaufort County

Dear Mr. Gentry:

This is in response to your letter of July 17, 2008, requesting a wetland determination on behalf of Beaufort County for a 35.17 acre tract located on Beach City Road near the Hilton Head Airport in Hilton Head, Beaufort County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by Ward Edwards, dated June 3, 2008, and entitled "A WETLAND EXHIBIT NORTHERN PORTION OF THE HILTON HEAD AIRPORT PROPERTY".

This plat depicts surveyed boundaries of wetlands or other waters of the United States as established by your office. You have requested that this office verify the accuracy of this mapping as a true representation of wetlands or other waters of the United States within the regulatory authority of this office. The property in question contains 1.05 acres of federally defined jurisdictional freshwater wetlands or other waters of the United States subject to the jurisdiction of this office. The location and configuration of these areas are reflected on the plat referenced above.

Based on a review of aerial photography and soil survey information, it has been determined that the surveyed jurisdictional boundaries shown on the referenced plat are an accurate representation of jurisdictional areas within our regulatory authority. This office should be contacted prior to performing any work in these areas. Enclosed is a form describing the basis of jurisdiction for the areas in question. You should also be aware that these areas may be subject to restrictions or requirements of other state or local governmental entities.

If a permit application is forthcoming as a result of this delineation, a copy of this letter, as well as the verified survey plat, should be submitted as part of the application. Otherwise, a delay could occur in confirming that a delineation was performed for the permit project area.

Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. This **approved** jurisdictional determination is an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

In future correspondence concerning this matter, please refer to SAC 2008-1490-1JT. You may still need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, OCRM. A copy of this letter is being forwarded to them for their information.

If you have any questions concerning this matter, please contact Tracy C. Dotolo at 843-329-8044 or toll free (outside of the Charleston area) at 1-866-329-8187.

Respectfully,

Debra King

Debra King
District Manager

Copy Furnished
S.C. Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29407

Beaufort County
100 Ribault Road
Beaufort, SC 29902



- NOTES:**
1. THIS LOT LIES IN FLOOD ZONE A-2, (UNCL. 14-97). THESE ARE NOT SPECIAL FLOOD HAZARD AREAS PER FEMA FLOOD INSURANCE RATE MAP, DATED 8/7/94/RE. (UNCL. COMMUNITY NO. 450250).
 2. THIS PARCEL IS A PORTION OF TAX PARCEL NUMBER R510-005-000-000-000-000.
 3. WETLANDS SHOWN WERE FLAGGED AND LOCATED BY WARD EDWARDS NATIONAL RESOURCES PERSONNEL USING TRIMBLE PROX-8R GPS EQUIPMENT.
 4. ALL WETLAND AREAS BEGIN AT THE POINT OF BEGINNING AND PROCEED IN A CLOCKWISE DIRECTION. DEPARTMENTS, NOT ALL CALLS ARE SHOWN GRAPHICALLY.
 5. THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT FOR THE TRANSFER OF PROPERTY OR RECORDING.
 6. THE WETLANDS SHOWN ON THIS PLAN ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, OFFICE OF WETLAND AND ENVIRONMENTAL CONTROL (OWEC). THE OWNED LAND IS SUBJECT TO FEDERAL AND STATE LAW FOR DISTURBANCE TO THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.

PROPERTY LINE TABLE

LINE	LENGTH	BEARING
L1	149.11'	S41°11'44"W
L2	114.71'	S56°19'12"E
L3	106.85'	S23°10'30"W
L4	89.41'	S23°19'31"W
L5	132.04'	S14°22'24"E
L6	209.55'	N48°08'56"E
L7	30.00'	S06°40'04"E
L8	50.00'	N48°08'56"E
L9	32.35'	S59°47'54"E
L10	121.82'	N40°17'54"W

WETLAND "A"

LINE	LENGTH	BEARING
L11	84.50'	N49°12'42"E
L12	42.15'	N49°07'44"E
L13	24.79'	N87°30'07"E
L14	11.97'	N87°45'20"E
L15	18.45'	S45°17'31"W
L16	41.26'	S44°18'54"W
L17	10.20'	N73°17'28"W

WETLAND "B"

LINE	LENGTH	BEARING
L18	37.48'	S35°38'54"W
L19	62.78'	S37°24'05"W
L20	45.41'	S31°30'09"W
L21	51.87'	S25°43'31"W
L22	71.30'	S41°24'56"W
L23	52.60'	S45°43'24"W
L24	51.37'	S45°37'02"W
L25	19.27'	N65°15'48"W
L26	42.44'	N70°33'24"W
L27	85.25'	S71°15'30"W
L28	65.25'	N40°06'28"W
L29	23.31'	N45°13'31"W
L30	63.66'	N02°44'29"W
L31	27.09'	S78°14'51"E
L32	49.32'	S50°19'10"E
L33	29.64'	S49°33'47"E
L34	81.46'	N88°10'34"E
L35	45.37'	N26°10'54"E
L36	76.56'	N42°55'24"E
L37	81.22'	N37°59'48"E
L38	55.97'	N28°58'07"E
L39	24.04'	N45°28'41"E

AREAS TABLE

WETLAND "A"	0.06 AC.
WETLAND "B"	0.99 AC.
TOTAL	1.05 AC.

MISCELLANEOUS THE LINE

LINE	LENGTH	BEARING
L12	251.88'	S27°42'49"E

REFERENCES:

- 1) A TRIP & TRAP SURVEY OF TRACT "A", 10.22 ACRES, SHOWN ON ADJACENT TO HILTON HEAD ISLAND AIRPORT, DATED 02/14/2001, BY: DONALD R. COOK, S.C.P.L.S. 19010
- 2) A PLAN OF HILTON HEAD ISLAND AIRPORT, DATED 10/27/2000, BY: ROBERT D. THOMPSON IV, S.C.P.L.S. 14619

GRAPHIC SCALE

0 100 200 300

WARD EDWARDS, INC.
Engineering • Planning • Science • Surveying
P.O. BOX 241
BEAUFORT, SC 29510
PH (843) 847-2550
FAX (843) 847-2554
http://www.ward-edwards.com

WARD EDWARDS, INC.
Engineering • Planning • Science • Surveying
P.O. BOX 241
BEAUFORT, SC 29510
PH (843) 847-2550
FAX (843) 847-2554
http://www.ward-edwards.com

A WETLAND EXHIBIT
NORTHERN PORTION OF THE HILTON HEAD ISLAND AIRPORT PROPERTY
PREPARED FOR:
WILBUR SMITH & ASSOCIATES, INC.
HILTON HEAD ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA

WARD EDWARDS, INC.
EDWARDS
No. CO0152
DATE OF PREPARATION

WARD EDWARDS, INC.
Engineering • Planning • Science • Surveying
P.O. BOX 241
BEAUFORT, SC 29510
PH (843) 847-2550
FAX (843) 847-2554
http://www.ward-edwards.com





June 24, 2010

Department of the Army
Charleston District, Corps of Engineers
69A Hagood Avenue
Charleston, South Carolina 29403-5107

RE: SAC 2008-1490-1JT
Beaufort County
Hilton Head Island Airport (HXD)
Tree Obstruction Removal Runway 21 Approach (On-Airport)
WSA PN 104460

Attention: Ms. Debra King

Dear Ms. King:

Per my telephone conversation with Ms. Tracy Dotolo on June 24, 2010, we are hereby requesting a "no permit required letter" for work to be done within the wetlands areas referenced in your letter dated October 22, 2008, copy enclosed. As requested in your letter, we have also enclosed a copy of the wetlands plat prepared by Ward Edwards, dated June 3, 2008.

The purpose of this project is to eliminate tree obstructions on airport property that are within the boundaries of the FAA Part 77 34:1 trapezoidal approach surface to the Hilton Head Island Airport.

The enclosed plan sheets depicting the project area were prepared by Wilbur Smith Associates for Beaufort County. Following is a summary of the requirements set forth in the plans relative to wetlands.

Work within Wetlands

- Wetlands and 10-foot wide wetland buffers will be flagged by the Contractor, in accordance with the plat prepared by Ward Edwards dated June 3, 2008, prior to any tree trimming or removal activities
- Mechanized vehicles will not be allowed within wetlands
- Tree obstructions will be trimmed to below the 34:1 surface or removed
- An onsite arborist assigned to this project will make the final decision on whether to trim or remove each tree based upon his/her opinion of survivability if trimmed
- Removed trees and material trimmed from trees will be removed from the wetlands
- Trees to be removed will be cut off as close to the surface of the ground as possible without disturbing the ground

Ms. Debra King
Department of the Army
Page 2
June 24, 2010

- No grinding or removal of stumps will be allowed
- Contractor will take reasonable care not to disturb understory growth

We would appreciate your review of this application at your earliest convenience. If you have questions or need additional information please contact me at (803) 758-4555, at cstearns@wilbursmith.com or at the letterhead address.

Thank you in advance for your consideration and response.

Sincerely,



Charles F. Stearns, PE, PLS
Vice President
Director, Roadway Division

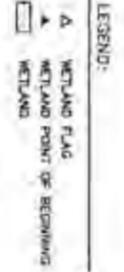
CFS:ld

P:\104460.HXD\TreeObsRem.Rwy21\000.Admin\Permits\USACE\104460.HXD\TreeObsRem.Rwy21.L.USACE.10.0624.doc

Cc: S.C. Department of Health and Environmental Control
Office of OCRM, 1362 McMillan Avenue, Suite 400, Charleston, SC 29407

Beaufort County, 100 Ribaut Road, Beaufort, SC 29902

Hilton Head Island Airport, P.O. Box 23739, Hilton Head Island, SC 29925



NOTES:

1. THIS LOT LIES IN FLOOD ZONE A-7, (WH. EL. 14.0'), ZONES B & C, NOT SPECIAL FLOOD HAZARD AREAS. FOR FIRM PANEL No. 9-Q, COMMUNITY No. 450250, DATED 8/29/78.
2. THIS PARCEL IS A PORTION OF TAX PARCEL NUMBER 8510 000 000 0000.
3. WETLANDS SHOWN WERE PLACED AND LOCATED BY WARD EDWARDS NATURAL RESOURCES PERSONNEL USING TRIMBLE PRO-PR OPS EQUIPMENT.
4. ALL WETLAND AREAS BEYOND AT THE POINT OF BEGINNING AND PROCEEDED IN A CLOCKWISE DIRECTION ONE TO CLARITY, NOT ALL DATES ARE SHOWN GRAPHICALLY.
5. THIS MAP DOES NOT CONSTITUTE A BOUNDARY SURVEY AND IS NOT FOR THE TRANSFER OF PROPERTY OR RECORDING.
6. THE WETLANDS SHOWN ON THIS PLAN ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL, OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT (OCOM). THE OWNER MAY BE SUBJECT TO REGULATION BY LAW FOR DISRUPTION TO THESE WETLANDS AREAS WITHOUT PROPER AUTHORIZATION.

PROPERTY LINE TABLE

LINE	LENGTH	BEARING
L1	149.11'	S41°17'43"W
L2	108.85'	S29°10'37"E
L3	69.41'	S25°15'51"W
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L8	32.55'	S59°07'04"E
L9	121.82'	N40°17'54"W
L10	52.13'	N40°17'54"W

WETLAND *A*

LINE	LENGTH	BEARING
L11	0.06 ACRES	N49°13'24"E
L12	0.06 ACRES	N49°13'24"E
L13	0.06 ACRES	N49°13'24"E
L14	0.06 ACRES	N49°13'24"E
L15	0.06 ACRES	N49°13'24"E
L16	0.06 ACRES	N49°13'24"E
L17	0.06 ACRES	N49°13'24"E
L18	0.06 ACRES	N49°13'24"E
L19	0.06 ACRES	N49°13'24"E
L20	0.06 ACRES	N49°13'24"E

WETLAND *B*

LINE	LENGTH	BEARING
L21	0.99 ACRES	N49°13'24"E
L22	0.99 ACRES	N49°13'24"E
L23	0.99 ACRES	N49°13'24"E
L24	0.99 ACRES	N49°13'24"E
L25	0.99 ACRES	N49°13'24"E
L26	0.99 ACRES	N49°13'24"E
L27	0.99 ACRES	N49°13'24"E
L28	0.99 ACRES	N49°13'24"E
L29	0.99 ACRES	N49°13'24"E
L30	0.99 ACRES	N49°13'24"E

ACREAGE TABLE

WETLAND *A*	0.06 AC
WETLAND *B*	0.99 AC
TOTAL	1.05 AC



- REFERENCES:**
- 1) A TRICE & TORG SURVEY OF PACT "A", 10.23 ACRES SAUNTS BR. ADJACENT TO HILTON HEAD ISLAND AIRPORT DATED 07/14/2001 BY DONALD R. COOK, SCALE: 1/8"=10'
 - 2) A PLAT OF HILTON HEAD ISLAND AIRPORT DATED 10/27/2000 BY ROBERT D. THOMPSON IV, SCALE: 1/4"=10'

- MISCELLANEOUS TIE LINE**
- | | | |
|------|---------|-------------|
| LINE | LENGTH | BEARING |
| L12 | 251.98' | S82°42'49"E |



MICHAEL JIM CARPENTER
S.C.P.L.S. No. 12229
NOT VALID UNLESS DAMPED WITH SEAL

A WETLAND EXHIBIT
**NORTHERN PORTION OF THE
HILTON HEAD ISLAND AIRPORT
PROPERTY**
PREPARED FOR:
WLBUR SMITH & ASSOCIATES, INC.
HILTON HEAD ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA



WARD EDWARDS, INC.
Engineering • Planning • Science • Surveying
136 CANAL STREET, SUITE 301
DURHAM, NC 27601
PH (919) 837-5950
FAX (919) 837-2500
www.WardEdwards.com

FIELD BOOK
DATE
SHEET
1 OF 1



LEGEND
 ○ TREE TO BE TRIMMED OR REMOVED THIS PROJECT (SEE NOTE 1)

NOTES

- SOME TREES SURVEYED MAY NOT BE DISTURBED THIS PROJECT. SEE TREE DATA SHEETS (8-22) FOR INFORMATION ON INDIVIDUAL TREES.
- SEE SHEET 4 FOR ADDITIONAL NOTES AND REQUIREMENTS.
- SEE PROJECT SPECIFICATIONS /SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION REGARDING TREES, CONTRACTOR ACCESS TO PROPERTIES, REMOVAL AND DISPOSAL REQUIREMENTS AND OTHER REQUIREMENTS OF THE CORPS OF ENGINEERS, U.S. FISH AND WILDLIFE SERVICE, SCDEC, THE TOWN OF HILTON HEAD ISLAND, AND BEAUFORT COUNTY.

REVISIONS	
REV. NO.	DESCRIPTION OF REVISION

DESIGNED BY: HAP	DATE: 05-11-2010
DRAWN BY: HAP/AFW	DATE: 05-17-2010

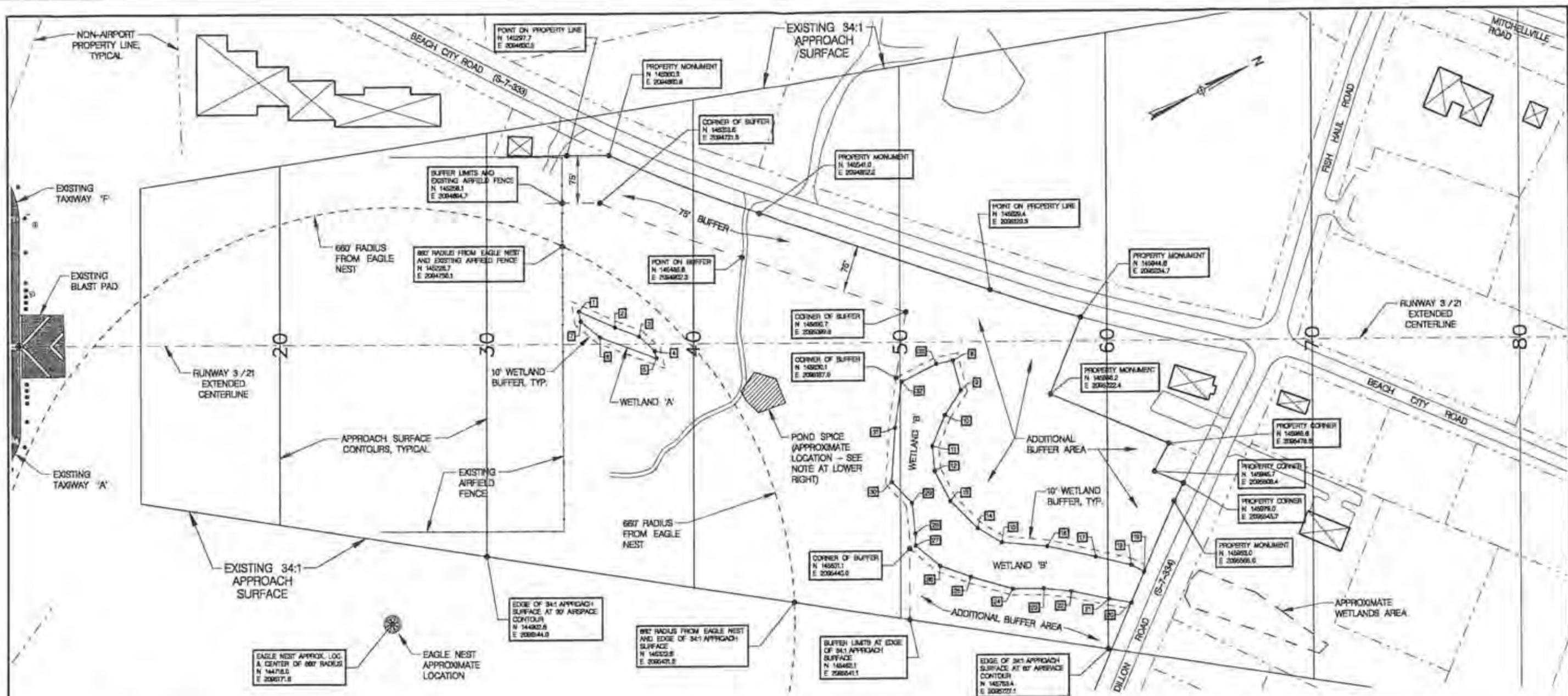
PLANS PREPARED BY:

 ENGINEERS PLANNERS ARCHITECTS

PLANS PREPARED FOR:
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE OBSTRUCTION REMOVAL PLAN

PROJECT NO. (SHEET) PROJECT NO. (SHEET)
 CMA 413 9 45 030 030 2010 10 5 22



GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE SAFETY PLAN AND FAA ADVISORY CIRCULAR AC 150/5702- OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
2. NO GRADING OR OTHER GROUND DISTURBING ACTIVITIES ARE ALLOWED ON THIS PROJECT.
3. NO WORK SHALL OCCUR WITHIN 800 FEET OF EAGLE'S NEST (DELINEATED ON PLANS), DURING THE NESTING, MATING AND REARING SEASON FROM APPROXIMATELY OCTOBER THROUGH MAY.
4. PRIOR TO ANY TREE PRUNING OR REMOVAL THE CONTRACTOR SHALL FLAG THE AIRPORT PROPERTY LINE, 34:1 APPROACH SLOPE, TRAPEZOIDAL LINE (WHERE WITHIN AIRPORT PROPERTY), BUFFERS, WETLANDS AND THE 660 FOOT RADIUS FROM EAGLE'S NEST WHERE IT ENDOUCHES UPON THE WORK AREA. NO TREES SHALL BE TRIMMED OR REMOVED UNTIL THE FLAGGING IS INSPECTED BY A DESIGNATED REPRESENTATIVE OF THE TOWN OF HILTON HEAD ISLAND TO ENSURE THAT IT IS ACCEPTABLE (REQUIRES 48 HOURS ADVANCE NOTIFICATION).
5. ALL TREES LOCATED ON AIRPORT PROPERTY WITHIN THE 34:1 SLOPE AND OUTSIDE OF ANY WETLANDS, WETLAND BUFFERS OR OTHER BUFFER AREAS ARE TO BE REMOVED.

6. TREES TO BE REMOVED SHALL BE CUT OFF AS CLOSE TO THE GROUND SURFACE AS PRACTICABLE WITHOUT DISTURBING THE GROUND. STUMPS SHALL NOT BE REMOVED AND TREE ROOT MATS SHALL NOT BE DISTURBED.
7. GRIND STUMPS DOWN TO GROUND SURFACE LEVEL ONLY IN LANDSCAPED AREAS AND COVER DISTURBED AREA WITH PINE STRAW MULCH.
8. TREES REMOVED OR TRIMMED SHALL BE HARVESTED AND USED AS SAW TIMBER, PULPWOOD, OR CHIPS FOR BOILER FUEL IF ECONOMICALLY Viable. DISPOSE OF ANY VEGETATIVE DEBRIS OFFSITE IN A MANNER PERMITTED BY THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL.
9. STOP WORK IN THE VICINITY OF ANY PROTECTED SPECIES IF ENCOUNTERED UNTIL THE ISSUE IS RESOLVED WITH U.S. FISH AND WILDLIFE SERVICE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF AIRPORT FENCE. ANY DAMAGE CAUSED BY CONTRACTORS OPERATIONS SHALL BE RESTORED TO LIKE NEW CONDITION AS DIRECTED BY THE ENGINEER.

WETLANDS AND BUFFER AREAS:

1. AN ARBORIST, REPRESENTING BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, WILL BE PRESENT AT ALL TIMES DURING TREE CLEARING ACTIVITIES IN WETLANDS AND BUFFER AREAS. CONTRACTOR SHALL COORDINATE ALL TREE REMOVAL AND TRIMMING WITH ARBORIST. NO TREE WITHIN BUFFERS OR WETLAND AREAS SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ARBORIST APPROVAL.
2. MECHANIZED VEHICLES ARE NOT ALLOWED WITHIN THE WETLANDS OR BUFFER AREAS. TREES TO BE EITHER TRIMMED OR REMOVED SHALL BE TRIMMED OR REMOVED MANUALLY.
3. SMALLER VEGETATION WITHIN WETLANDS WHICH WILL REMAIN BELOW THE 34:1 APPROACH SURFACE SHALL NOT BE DISTURBED. REASONABLE CARE SHALL BE TAKEN TO PROTECT THE UNDERSTORY GROWTH.
4. THE CONTRACTOR SHALL MARK THE CUT-OFF LINE ON TREES TO BE TRIMMED BY MEASURING UPWARD FROM THE BASE OF THE TREE IN ACCORDANCE WITH ELEVATIONS NOTED IN THE PLANS. SPECIMEN LIVE OAK TREES SHALL BE MARKED TO BE TRIMMED ONLY ONE FOOT BELOW THE APPROACH SLOPE. BASED UPON THE LOCATION OF THE CUTOFF LINE, THE ARBORIST SHALL DETERMINE WHETHER EACH TREE SO MARKED SHALL BE TRIMMED OR REMOVED BASED UPON HIS /HER OPINION OF SURVIVABILITY.
5. NO GRINDING OF STUMPS IS ALLOWED WITHIN WETLANDS.

COMMUNITY OF POND SPICE (LITSEA AESTIVALIS)

1. CARE SHALL BE TAKEN NOT TO DISTURB THE SMALL COMMUNITY OF POND SPICE IN THE APPROXIMATE LOCATION SHOWN ON THE PLANS. CONTRACTOR SHALL ERECT DELINEATION FENCING AROUND THIS AREA TO DETER ENTRY AND POSSIBLE DAMAGE TO PLANTS BY EQUIPMENT AND /OR PERSONNEL.

WETLANDS LOCATION														
WETLAND 'A'			WETLAND 'B'			WETLAND 'B'			WETLAND 'B'			WETLAND 'B'		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	145207.0	206489.2	8	145729.2	206620.3	16	145888.8	206647.2	22	145759.5	206659.0	28	145698.5	206657.5
2	145240.0	206490.1	9	145755.9	206620.1	17	145739.5	206620.6	23	145700.9	206624.0	29	145661.3	206621.6
3	145270.8	206491.1	10	145675.5	206627.2	18	145769.0	206624.5	24	145654.1	206627.4	30	145625.8	206622.0
4	145292.7	206492.5	11	145603.9	206629.0	19	145648.0	206624.5	25	145600.0	206624.2	31	145570.4	206620.9
5	145293.4	206495.1	12	145622.0	206634.7	20	145693.3+/-	206643.8 +/-	26	145662.9	206649.0	32	145636.1	206619.3
6	145250.8	206493.0	13	145603.7	206640.7	21	145676.9 +/-	206647.0 +/-	27	145642.2	206644.0			
7	145222.5	206490.8	14	145644.5	206646.0	21	145785.3	206656.1	26	145690.2	206642.5			

LOCATION INFORMATION NOTE

COORDINATES SHOWN ON THIS DRAWING DO NOT REPRESENT FIELD SURVEY INFORMATION. THEY WERE DETERMINED BY UTILIZING THE WETLANDS LOCATION EXHIBIT BY WARD EDWARDS, INC. DATED 06-03-08 AND THE ON-AIRPORT TREE SURVEY BY WSA DATED 04/28/08 AND LAST REVISED (REV. 2) ON 10/01/09, AND ARE FOR THE CONTRACTOR'S USE FOR FLAGGING PURPOSES ONLY.

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP	DATE	05-11-2010
DRAWN BY	HAP	DATE	05-17-2010



PLANS PREPARED FOR
BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

STAKING PLAN AND GENERAL NOTES

100% SCALE



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
89A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

RECEIVED
OCT 24 2008

October 22, 2008

Regulatory Division

Mr. James Gentry
Ward Edwards
138 Canal Street Suite 304
Pooler, Georgia 31322

Re: SAC 2008-1490-1JT
Beaufort County

Dear Mr. Gentry:

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In future correspondence concerning this matter, please refer to SAC 2008-1490-1JT. You may still need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, OCRM. A copy of this letter is being forwarded to them for their information.

If you have any questions concerning this matter, please contact Tracy C. Dotolo at 843-329-8044 or toll free (outside of the Charleston area) at 1-866-329-8187.

Respectfully,

Debra King

Debra King
Watershed Manager

Final
Basic
Notification of Appeal

Copy Furnished
S.C. Department of Health
and Environmental Control
Office of OCRM
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29407

Beaufort County
100 Ribault Road
Beaufort, SC 29902

**HILTON HEAD ISLAND AIRPORT (HXD)
ON-SITE TREE OBSTRUCTION REMOVAL – RUNWAY 21 APPROACH
INVITATION FOR BID # 2988/110707
ADDENDUM #1
22 JULY 2010**

Page 1 of 2

This addendum consists of the following documents:

- This document
- Minutes of non-mandatory pre-bid meeting held on 08 July 2010 at 1100 hours local time
- New Bid Alternate #1 – Plan Sheet 5a
- Revised Bid Schedule – Added Bid Alternates #1 and #2

This addendum is issued to plan holders on 22 July 2010 and must be noted as received on Invitation for Bid Sheet IFB-1 in the space so designated.

Minutes of Pre-Bid Meeting

Attached

Base Bid (Plans as Released)

Under the base bid, per the Town of Hilton Head Island (Town) Land Management Ordinance, Airport Approach Path Amendments, as noted in the project plans and specifications, mechanized vehicles will not be allowed to enter wetlands or buffers. The County sought clarification of the term “mechanized vehicle” from the Town and received the following: “Mechanized in this case refers to any kind of vehicle whether it has tracks or wheels”.

New Bid Alternate #1 (Limited Access by Mechanized Vehicles to Buffer Areas)

The County is hereby requesting that prospective bidders provide a bid for Alternate #1 which shall include all work required under the Base Bid but would allow limited access to the (non-wetland) buffers by mechanized vehicle. Mechanized vehicles would still not be allowed within wetlands or wetland buffers.

Access to buffers would be limited to a minimum number of access paths such as shown on Plan Sheet 5a. Mechanized vehicles would not be allowed off the designated paths. The successful bidder may propose alternative paths, subject to approval of the County and Town. Paths shall be located in such a way that trees and root mats of trees that are to remain (including trees to be trimmed) will not be damaged by vehicular traffic. Contractor shall take reasonable care to protect understory vegetation. The contractor’s surveyor will be required to flag the proposed access paths for County and Town approval, and provide notice to the County and Town at least

**HILTON HEAD ISLAND AIRPORT (HXD)
ON-SITE TREE OBSTRUCTION REMOVAL – RUNWAY 21 APPROACH
INVITATION FOR BID # 2988/110707
ADDENDUM #1
22 JULY 2010**

Page 2 of 2

48 hours in advance for review and approval prior to vehicles entering the buffer. This alternative is subject to final approval of the County and the Town.

New Bid Alternate #2 (Bidder Proposed Alternative)

The bidder may propose an alternative methodology for tree removal which shall include all work required under the Base Bid but would reduce either the time required to complete the project or the cost to the County or both. This alternative requires submittal of an explanation of the methodology proposed along with any exhibits needed to illustrate said methodology, with the bid. The alternative proposed would be subject to final approval of the County and Town and must meet all regulatory agency requirements.

Surveying

The surveyor provided by the contractor shall be required to confirm the location and identification number of each tree within the wetlands and buffers prior to removal or trimming. Contractor shall consult with project arborist to make a final determination of trees to be marked for trimming. When in the arborist opinion it is obvious that a tree must be removed instead of trimmed, there will no need to mark the trimming elevation. Trees located outside the buffers need not be located by the surveyor unless it is questioned whether the tree is actually within the buffer or not.

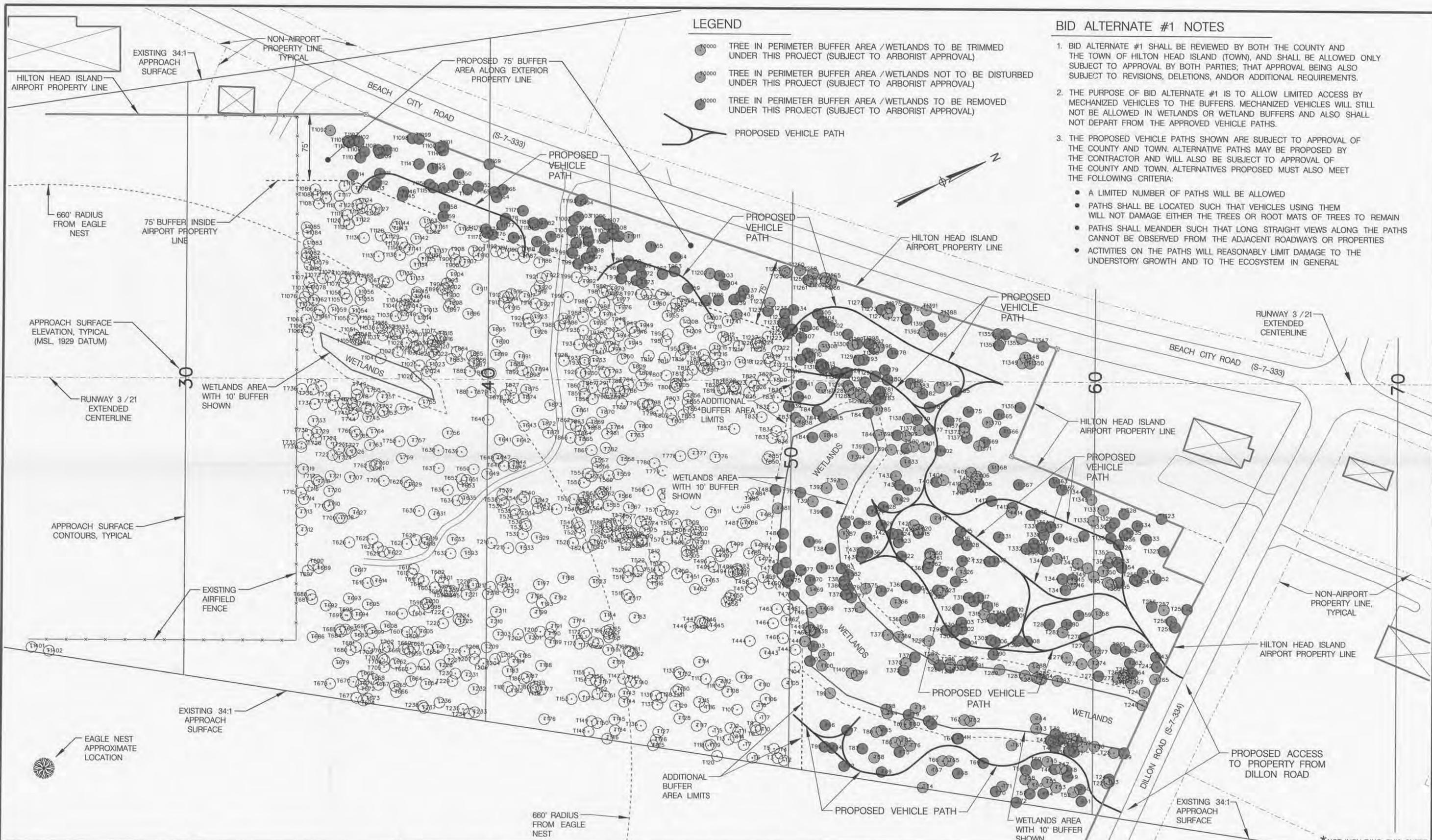
Bald Eagle's Nest

The bald eagle's nest noted on the plans was removed on 22 July 2010 under a removal permit issued by the U.S. Fish and Wildlife service. There is no longer a constraint to working within 660' of that location.

Bid Schedule

Replace Page IFB-4 in bid package with attached two-page bid schedule.

END OF ADDENDUM #1



LEGEND

- T1000 TREE IN PERIMETER BUFFER AREA / WETLANDS TO BE TRIMMED UNDER THIS PROJECT (SUBJECT TO ARBORIST APPROVAL)
- T1000 TREE IN PERIMETER BUFFER AREA / WETLANDS NOT TO BE DISTURBED UNDER THIS PROJECT (SUBJECT TO ARBORIST APPROVAL)
- T1000 TREE IN PERIMETER BUFFER AREA / WETLANDS TO BE REMOVED UNDER THIS PROJECT (SUBJECT TO ARBORIST APPROVAL)



PROPOSED VEHICLE PATH



BID ALTERNATE #1 NOTES

1. BID ALTERNATE #1 SHALL BE REVIEWED BY BOTH THE COUNTY AND THE TOWN OF HILTON HEAD ISLAND (TOWN), AND SHALL BE ALLOWED ONLY SUBJECT TO APPROVAL BY BOTH PARTIES; THAT APPROVAL BEING ALSO SUBJECT TO REVISIONS, DELETIONS, AND/OR ADDITIONAL REQUIREMENTS.
2. THE PURPOSE OF BID ALTERNATE #1 IS TO ALLOW LIMITED ACCESS BY MECHANIZED VEHICLES TO THE BUFFERS. MECHANIZED VEHICLES WILL STILL NOT BE ALLOWED IN WETLANDS OR WETLAND BUFFERS AND ALSO SHALL NOT DEPART FROM THE APPROVED VEHICLE PATHS.
3. THE PROPOSED VEHICLE PATHS SHOWN ARE SUBJECT TO APPROVAL OF THE COUNTY AND TOWN. ALTERNATIVE PATHS MAY BE PROPOSED BY THE CONTRACTOR AND WILL ALSO BE SUBJECT TO APPROVAL OF THE COUNTY AND TOWN. ALTERNATIVES PROPOSED MUST ALSO MEET THE FOLLOWING CRITERIA:
 - A LIMITED NUMBER OF PATHS WILL BE ALLOWED
 - PATHS SHALL BE LOCATED SUCH THAT VEHICLES USING THEM WILL NOT DAMAGE EITHER THE TREES OR ROOT MATS OF TREES TO REMAIN
 - PATHS SHALL MEANDER SUCH THAT LONG STRAIGHT VIEWS ALONG THE PATHS CANNOT BE OBSERVED FROM THE ADJACENT ROADWAYS OR PROPERTIES
 - ACTIVITIES ON THE PATHS WILL REASONABLY LIMIT DAMAGE TO THE UNDERSTORY GROWTH AND TO THE ECOSYSTEM IN GENERAL

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	CFS	DATE	07-20-2010
DRAWN BY	HAP	DATE	07-20-2010
CHECKED BY	CFS	DATE	07-21-2010



PLANS PREPARED BY

PLANS PREPARED FOR

BEAUFORT COUNTY
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD ISLAND, SC

BID ALTERNATE #1

PROJECT NO. (CLIENT) 104460OBSREM
PROJECT NO. (WSA) 104460OBSREM
FAA A.I.P. 3-45-0030-029-2010
No. 5a OF 22*

PLOTTED: 2/20/2010 10:00 AM FILE: A12_104460.dwg

**HILTON HEAD ISLAND AIRPORT (HXD)
ON-SITE TREE OBSTRUCTION REMOVAL – RUNWAY 21 APPROACH
INVITATION FOR BID # 2988/110707
NON-MANDATORY PRE-BID MEETING 08 JULY 2010**

A non-mandatory pre-bid meeting was held at the office of the Airport Manager, Hilton Head Island Airport beginning at 1100 hours on Thursday, 08 July 2010. Following are the list of attendees and minutes of the meeting:

ATTENDEES:

<u>Name / Affiliation</u>	<u>Phone</u>	<u>E-Mail Address</u>
Paul Andres, Airport Manager	(843) 255-2950	pandres@bcgov.net
Rich Hinline, Beaufort County Procurement	(843) 255-2352	rhinline@bcgov.net
Charles Stearns, Wilbur Smith Associates	(803) 758-4555	cstearns@wilbursmith.com
Robert Dismuke, All Care Tree Surgery	(843) 816-1360	allcare@hargray.com
Mike Provencher, All Care Tree Surgery	(843) 816-1021	mike_allcare@yahoo.com
Todd Roberts, Jones Brothers Tree Surgery	(843) 384-3792	Todd.jonesbros@yahoo.com
Dennis Congrove, Greenkeeper Tree Care	(843) 681-8955	greenkeeperinc@gmail.com
Adam Congrove, Greenkeeper Tree Care	(843) 681-8955	greenkeeperinc@gmail.com

MEETING MINUTES:

The meeting began at 1100 hours. Charles Stearns made opening remarks, introduced himself, Paul Andres and Rich Hinline. All attendees signed in (see attached Pre-Bid Meeting Sign-in Sheet).

Charles Stearns provided an overview of the project and what is entailed explaining that all work on this project will be on airport property, it is a 120 calendar day project, all environmental permits will be in place prior to contract award and it is anticipated that notice to proceed will be issued in late August, although not guaranteed. Prospective bidders were advised to carefully review the plans and project specifications in order to fully understand the scope of the work.

Charles Stearns covered the project technical requirements. The work includes surveying, tree cutting, tree trimming, and removal of trees and trimmings from the site. The surveyor engaged by the contractor must be a licensed professional land surveyor in the state of South Carolina. Tree cutting and trimming must fully comply with the plans, specifications and permit requirements which are addressed in the bid documents. The lump sum tree removal and unit price tree removal pay items were explained. The lump sum removal of trees equal to or greater than 6" DBH applies only to the area outside of the prescribed buffers and wetlands. There are also lump sum pay items for removal and/or trimming of trees less than 6" DBH for trees located both within and outside of buffers and wetlands. The unit price pay items apply to trees located within the wetlands and buffers.

Charles Stearns advised that this project lies within the approach to Runway 21 and therefore is subject to FAA requirements regarding safety. The plans and specifications address those requirements. The bidders attention is directed to the safety plan and to the included FAA advisory circular "Operational Safety of Airports" AC 150/5370-2E.

There is a DBE goal of 2.6% on this project. Bidders shall make a determined effort to meet that goal or the bid may be considered non-responsive. Bidder's attention is directed to the project manual for procedural requirements relative to DBE goals and commitments.

Prospective bidders were advised that the following regulatory agencies were contacted concerning this project and all required permits will be in place before the work will be allowed to commence.

- Federal Aviation Administration (FAA): Project has been approved subject to available funding. Form 7460, Notice of Proposed Action will be submitted to the FAA by others.
- U.S. Army Corps of Engineers (USACE): Since no land disturbing activities will occur within the wetlands, no permit is required from the USACE. A "no permit required" letter has been requested.
- South Carolina Department of Health and Environmental Control (SCDHEC): Since no land disturbing activities will occur, an NPDES permit is not required.
- Office of Coastal Resource Management (OCRM): Since the project is located outside the OCRM critical line no permit is required.
- U.S. Fish and Wildlife (USF&W): A Bald Eagle's nest is located just outside of the tree removal area. Beaufort County has obtained a permit from the USF&W to remove the nest, scheduled to be done on 22 July 2010. Additionally, the County has obtained a "harassment" permit so work that would be considered to "disturb" nesting eagles can be accomplished while (if) eagles are present.
- Town of Hilton Head Island (Town): Beaufort County is in the process of obtaining a permit from the Town for removal and trimming of trees.

The following environmental considerations are brought to the attention of the Bidders.

- Wetlands: There are two freshwater wetlands located within the project. See plans and specifications for work requirements within wetlands.
- Buffers: Buffers are delineated on the plan sheets. See plans and specifications for work requirements within buffers.
- Pond Spice: There is a small community of Pond Spice (*litsea aestivalis*) which must not be disturbed. See plans for location and information.
- Land Disturbance: No grading, stump removal or other land disturbing activities are allowed.
- Understory Plants: Reasonable care shall be taken to protect understory plants. See plans and specifications.

Questions submitted by prospective bidders must be in writing, addressed to the attention of Charles Stearns, PE. These may be submitted by mail, facsimile transmittal or e-mail per the invitation for bid in the project manual. Questions must be submitted by 15 July 2010.

The following schedule was presented:

- 15 July 2010 – deadline to submit questions
- 22 July 2010 – issue addendum (pre-bid minutes, revisions to documents, written questions and responses)
- 29 July 2010 – bid opening at 1500 hours (3:00 p.m.) local time
- 30 August 2010 – notice to proceed (tentative)

Plans and specifications may be ordered from Wilbur Smith Associates. Call Linda Dunn at (803) 758-4549.

At the request of those present the site visit was scheduled for 1000 hours local time on 09 July 2010 with parties to convene at the airport manager's office.

END OF MINUTES

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.

BASE BID

Item #	Specification	Description	Unit	Est Qty	Unit Cost	Extended Total
1	S-101	Mobilization	LS	1		
2	S-102-4.1	Clearing of Trees in Non-Wetland, Non-Buffer Areas	LS	1		
3	S-102-4.2	Clearing/Trimming of Trees <6" DBH within Wetlands and Buffer Areas	LS	1		
4	S-102-4.3	Removal of Pine Tree 6" or Greater DBH within Wetlands and Buffer Areas	EA	32		
5	S-102-4.4	Removal of Hardwood Tree 6" to 12" DBH within Wetlands and Buffer Areas	EA	194		
6	S-102-4.5	Removal of Hardwood Tree 13" to 24" DBH within Wetlands and Buffer Areas	EA	88		
7	S-102-4.6	Removal of Hardwood Tree Greater Than 24" DBH within Wetlands and Buffer Areas	EA	34		
8	S-102-4.7	Trimming of Hardwood Tree by 1 to 10 Feet within Wetlands and Buffer Areas	EA	78		
9	S-102-4.8	Trimming of Hardwood Tree by 11 to 20 Feet within Wetlands and Buffer Areas	EA	56		
10	S-103-3.1	Surveying	LS	1		
Total						

Total (written in letters): _____ Dollars and _____ Cents

ALTERNATIVE #1 (Addendum #1, Limited Access to Buffer Areas by Mechanized Vehicles)

Item #	Specification	Description	Unit	Est Qty	Unit Cost	Extended Total
1	S-101	Mobilization	LS	1		
2	S-102-4.1	Clearing of Trees in Non-Wetland, Non-Buffer Areas	LS	1		
3	S-102-4.2	Clearing/Trimming of Trees <6" DBH within Wetlands and Buffer Areas	LS	1		
4	S-102-4.3	Removal of Pine Tree 6" or Greater DBH within Wetlands and Buffer Areas	EA	32		
5	S-102-4.4	Removal of Hardwood Tree 6" to 12" DBH within Wetlands and Buffer Areas	EA	194		
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9	S-102-4.8	Trimming of Hardwood Tree by 11 to 20 Feet within Wetlands and Buffer Areas	EA	56		
10	S-103-3.1	Surveying	LS	1		
Total						

Total (written in letters): _____ Dollars and _____ Cents

ALTERNATIVE #2 (Addendum #1, Bidder Proposed Alternative)

Item #	Specification	Description	Unit	Est Qty	Unit Cost	Extended Total
1	S-101	Mobilization	LS	1		
2	S-102-4.1	Clearing of Trees in Non-Wetland, Non-Buffer Areas	LS	1		
3	S-102-4.2	Cleaning/Trimming of Trees <5" DBH within Wetlands and Buffer Areas	LS	1		
4	S-102-4.3	Removal of Pine Tree 6" or Greater DBH within Wetlands and Buffer Areas	EA	32		
5	S-102-4.4	Removal of Hardwood Tree 6" to 12" DBH within Wetlands and Buffer Areas	EA	194		
6	S-102-4.5	Removal of Hardwood Tree 13" to 24" DBH within Wetlands and Buffer Areas	EA	88		
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9	S-102-4.8	Trimming of Hardwood Tree by 11 to 20 Feet within Wetlands and Buffer Areas	EA	56		
10	S-103-3.1	Surveying	LS	1		
			Total			

Total (written in letters): _____ Dollars and _____ Cents

BID SURETY IS REQUIRED ON BIDS OVER \$30,000 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

**CONTRACT DOCUMENTS AND SPECIFICATIONS
for**

AIRPORT IMPROVEMENTS

**HILTON HEAD ISLAND AIRPORT (HXD)
Hilton Head Island, South Carolina**



**FAA AIP #: 3-45-0030-029
WSA PROJECT # 104460**

***On-Airport Tree Obstruction Removal
Runway 21 Approach***



July, 2010

06/30/2010



**HILTON HEAD ISLAND AIRPORT (HXD)
ON-AIRPORT TREE OBSTRUCTION REMOVAL
RUNWAY 21 APPROACH**

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Technical Specifications

Item S-101	Mobilization
Item S-102	Tree Removal and Trimming
Item S-103	Surveying

THIS IS NOT AN ORDER

*ONE VENDOR ORIGINAL & ONE VENDOR COPY TO BE
SUBMITTED BY EACH BIDDER

*VENDOR ORIGINAL
*VENDOR COPY
Page 1 of Pages

Dates Advertised:



**INVITATION
FOR BID
(IFB)**

FORMAL SEALED BID (X) REQUEST FOR QUOTE ()

BIDS SHOULD BE MAILED TO: Purchasing Department
Beaufort County
P.O. Drawer 1228
Beaufort, SC 29901-1228
Phone: (843) 470-2735

HAND DELIVERED AND/OR
EXPRESS MAIL BIDS TO: Purchasing Department
Beaufort Industrial Village
102 Industrial Village Rd., Bldg. 2
Beaufort, SC 29906-4291
(FAX BID NOT ACCEPTED)

*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON:
July 29, 2010

Bid No. (No., Date, Time of Opening and State License
Numbers to be shown on Envelope)

IFB # 2988/110707

LOCAL TIME-THEN PUBLICLY OPENED IF SEALED BID

BID TITLE: On-Airport Tree Obstruction Removal - Runway 21 Approach Hilton Head Island Airport

PREBID CONFERENCE:

A non-mandatory pre-bid conference will be conducted at 11:00 a.m. local time on Thursday, July 8, 2010 in the Conference Room of the office of: Paul Andres, Director of Airports, Hilton Head Island Airport, 120 Beach City Road, Hilton Head Island, South Carolina 29925

David L. Thomas, CPPO
Purchasing Director

Mailing Date

FAX QUESTIONS TO:
See instruction on page IFB-3

VENDOR NAME

REASON FOR NO BID

VENDOR MAILING ADDRESS

Amendment Number(s) Received:

CITY-STATE-ZIP-CODE

S.C. TAX NO.

Telephone Number ()

FEDERAL I.D. OR SOCIAL SECURITY NO.

Toll-Free Number ()

Fax Number ()

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.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPE/TITLE)

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 120 days). In compliance with the invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within 120 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 120 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 one hundred twenty (120) 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.

SCOPE OF WORK

The project will consist of removal and trimming of trees on airport property that have been identified as obstructions to the airspace due to their penetration of the (trapezoidal) 34:1 approach slope to Runway 21 at the Hilton Head Island Airport, South Carolina (HXD). Prior to implementing this project, HXD coordinated with federal, state and local agencies to ensure compliance with regulatory requirements. Those regulatory requirements place restrictions upon the work. The Bidder is advised to carefully review the plans, specifications, special provisions and other contract documents in order to fully understand what those restrictions are and how they apply to the work. **The contract time for this project is one hundred twenty (120) calendar days.**

BID DOCUMENTS

Bid Documents will be available for examination on **Thursday, July 1, 2010**, and may be obtained from:

**Linda Dunn
Wilbur Smith Associates
Post Office Box 92
Columbia, South Carolina 29202-0092
Telephone: 803-758-4549
Facsimile: 803-758-4561**

upon payment of **\$150.00** which is non-refundable. Checks shall be made payable to **Wilbur Smith Associates, Inc.** and addressed to the **attention of Linda Dunn.**

Plans, specifications and other contract documents will be open to public inspection at the offices of the **F.W. Dodge Corporation in Charleston, South Carolina and Savannah, Georgia; the AGC Plan Room in Columbia, South Carolina and Charleston, South Carolina; and, the Hispanic Contractors Association in Columbia, South Carolina.**

PRE-BID CONFERENCE

A **Non-Mandatory Pre-Bid Conference** will be conducted at **11:00 a.m. local time on Thursday, July 8, 2010** in the Conference Room of the office of:

**Paul Andres
Director of Airports
Hilton Head Island Airport
120 Beach City Road
Hilton Head Island, South Carolina 29925**

An inspection of the project site will follow the conference for all wishing to do so

QUESTIONS

Direct all questions **in writing** to the Project Manager, Charles Stearns, P.E. at Wilbur Smith Associates, Post Office Box 92, Columbia South Carolina 29202, Facsimile No. (803) 758-4561. Electronic mail address is cstearns@wilbursmith.com. Questions must be received in writing (letter, facsimile, or electronic mail) **at least fourteen (14) calendar days prior to the Bid Date**. Questions received after that date will not be answered prior to bid opening.

DBE PARTICIPATION

All Bidders are hereby notified that they must affirmatively ensure that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit bids as subcontractors or as suppliers of materials or services, and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for award. **A DBE goal for this project has been established at 2.6 percent of the total dollar value of the contract.**

OTHER PROVISIONS

In accordance with Title VII of the Civil Rights Act of 1964, as amended, all Bidders will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for award.

The proposed Contract is under and subject to Executive Order 11246 of September 26, 1965, and to the Equal Opportunity Clause

BID SCHEDULE

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.

Item #	Specification	Description	Unit	Est Qty	Unit Cost	Extended Total
1	S-101	Mobilization	LS	1		
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10	S-103-3.1	Surveying	LS	1		
Total						

Total (written in letters): _____ Dollars and _____ Cents

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. _____

(Company Name)

(Mailing Address)

(Street Address)

(CITY/STATE/ZIP)

BY _____ TITLE _____
(Please print)

(Signature – Bids Must Be Signed)

TELEPHONE _____ DATE _____

FAX #: _____

EMAIL ADDRESS: _____

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 _____, dated _____.

Company Name: _____ Principal Name: _____

Company Address: _____

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

Beaufort County Business License/Classification: _____

Tax Obligation Current: _____

Signature of Principal/Date: _____

Witness/Date: _____

SMALL AND MINORITY BUSINESS PARTICIPATION PROVISIONS

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Bid documents require documentation of a bidder's efforts to recruit small and minority business.

In order to demonstrate compliance, bidders shall submit the following completed documents with the sealed bid submittal clearly marked with the bid number, project name and number and marked Section 2.537.2 "Small and Minority Business Program Participation" with their bid:

1. Signed Non-discrimination statement (Sec. 2.537.2.1)
2. Proposed schedule of small and minority owned business enterprise participation (Sec. 2.537.2.2) and;
3. Documentation of Bidder's Recruiting Effort (10 day notice to subcontractors (Sec 2.537.2.3)

Documentation of the bidder's efforts to recruit small and minority owned businesses shall be submitted within the sealed bid document. Efforts must include the following:

- a. Providing all documentation required in Section 2.537.2.
- b. Providing evidence that Small and Minority owned businesses are solicited whenever they are potential sources.
- c. Not less than ten (10) calendar days prior to bid submittal, a bidder must provide written notice to small and minority businesses of the bidder's interest in receiving sub-bids on a project.
- d. A bidder's written notice consists of a letter containing the bidder's name; county bid number; description of work available for subcontracting; bidder's contact information; information on availability of plans and specifications; and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance.
- e. A copy of the letter sent to small and minority businesses and a list of businesses to which the letter was sent is required to be provided with bid documents along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail.

Each participating bidder is required to take the affirmative steps outlined in subparagraphs a) through e) above.

Failure to submit adequate documentation, or false information, will result in a recommendation that the bidder not be awarded this contract.

The contractor is required to fulfill any small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor will maintain records and information necessary to document compliance with the Small and Minority Business Program requirements, and Beaufort County shall have the right to inspect such records.

The successful bidder shall maintain compliance records. At the conclusion of the contract the successful bidder will provide a final report of compliance summarizing the compliance efforts and actual results. The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

No bidder shall enter into an agreement with any small and minority firm that would in any way limit the firm's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

A current list of small and minority firms can be obtained by calling the Beaufort County Purchasing Department at 843-470-2740 or via facsimile 843-470-2738. All opportunities are posted on the County website at www.bcgov.net

(Note: Prime Contractor must provide this notice to subcontractors at minimum of (10) days before the Bid/RFP opening date!!!!)

Example Outline for Bidder's S/MB Written Notice

☼ No Name Company
Post Office Box 1234
Any Town, US
Telephone: (xxx) 555-1111
Fax: (xxx) 555-1234

January xx, 2008

Subcontractor Company Name
Subcontractor Company Address

Dear: (Sub-contractor Company)

No Name Company intends to bid on Beaufort County IFB # xxx-xxxxx and has subcontracting opportunities for _____ (describe work) _____ sub-contracting on this project. Plans and specifications are available from _____, and _____. Please contact Mr./Ms. _____ at our firm regarding this opportunity. It is the policy of No Name Company (state policy concerning assistance in obtaining bonds, credit lines, or insurance).

The bid due date is _____ at 3:00 p.m.; please have your bid price into this office no later than _____.

By signing below, you are acknowledging the notice of this business opportunity.

Sincerely,

Title
No Name Company

Subcontractor Acknowledgment

Name

Title
Sub-contractor Company Name Here

NON-DISCRIMINATION STATEMENT (SEC 2.537.2.1)

The bidder certifies that:

- (1) 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 there from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company 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 Company;
- (4) 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;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Beaufort County to declare the contract in default and to exercise any and all applicable rights 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.

Signature

Title

PROPOSED SCHEDULE OF S/MB PARTICIPATION (Sec 2.537.2.2)

Name of Bidder/Proposer: _____

Bid No.: _____

Project Title: _____

Total Bid Amount \$ _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Value	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value: _____ % \$ _____

Minority Participation Value: _____ % \$ _____

The undersigned will enter into a formal agreement with the S/MB Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with Beaufort County Council.

Signature: _____

Title: _____

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

Prime Company Name

Bid Date

Project Name

Project Number

[Empty rectangular box]

The bidder's method of compliance is based upon demonstration of the bidder's effort to recruit small and minority owned businesses and the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the County. Compliance with each item, 1 through 3 below, shall satisfy the recruitment requirements absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

This form must be submitted in its entirety with supporting documentation within the bidders sealed envelope by the bid opening date.

1.) Please list each and every subcontracting and/or supplier opportunity which will be used in completion of this project, regardless of whether it is to be provided by a Small or Minority Business. This section shall list trades, supplies, and/or other sub opportunity for the project, however, not a list of firms.

(Use additional sheets, if necessary)

List of:
Subcontracting Opportunities

List of:
Supplier Opportunities

[Five horizontal lines for listing subcontracting opportunities]

[Five horizontal lines for listing supplier opportunities]

2.) Please indicate subcontract or supplier list categories for which potential S/MB bidders lists were provided? Provide detail of how these S/MB's were solicited.

_____	_____
_____	_____
_____	_____

3.) Please attach the following:

(1) A copy of the letters sent to S/MB and a list of businesses to which the letter was sent is required to be provided along with the fax transmittal confirmation slip for letters sent by fax and copies of metered or stamped envelopes for letters sent by mail. Letters shall comply with the requirements as stated on first page of Section 2.537, page 5 Item 3(d).

(2) List by trade of certified Small or MB subcontractors solicited, but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of S/MB quote and selected subcontractor quote.

(3) List of any job-specific criteria that disqualified a certified Small or MB firm that submitted a low bid for a subcontract.

NOTE: If not using subcontractors, so indicate on the forms

Small and Minority Owned Business Program (Sec 2.537.2.3)

Documentation of Bidder's Recruiting Effort

NOTE: If not using subcontractors for construction or supplies and your company is self-performing, please sign and print your name below:

Printed Name: _____

Signature: _____

Company Name and Title: _____

Date: _____

EXHIBIT 1

S/MB RECRUITING EFFORT DOCUMENTATION (RETURN COPY OF LOG WITH BID SUBMITTAL)

* Attach a copy of dated solicitation letter and/or FAX sent to small and minority businesses.

- [A] Date of Contact
- [B] Company Name, City, State, Phone#
- [C] Contact Person
- [D] Type of S/MB [Small (S) / Minority (M)]
- [E] Trade or Commodity Type
- [F] Interest in Bidding? [Y or N]
- [G] Plans Needed? [Y or N]
- [H] Bid From Subcontractor Received? [Y or N]
- [I] Bid Accepted? [Y or N]
- [J] Reason Not Accepted
- [K] Date of Follow-up Call

	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

The undersigned certifies this information is correct
 *Use additional sheets as necessary

NOTE: If not using subcontractors, so indicate on the form

Signature _____ Date _____ Title _____

SMALL AND MINORITY BUSINESS PARTICIPATION REPORTING

Beaufort County actively encourages small and minority subcontractor participation in all Beaufort County contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, and subcontracting opportunities.

It is the policy of Beaufort County that small and minority owned business enterprises be given fair opportunity to participate as sources of needed supplies, construction, and other services whenever possible. Bid documents require documentation of a bidder's efforts to recruit small and minority business and the successful bidder herein further referred to as Contractor, is required to provide performance reporting on a monthly basis.

The contractor is required to fulfill small and minority utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. Written approval is required for substitution.

The contractor shall maintain compliance records. At the conclusion of the contract the contractor will provide a final report of compliance summarizing the compliance efforts and actual results.

The final report shall include a written explanation of variances between the proposed schedule of small and minority participation and the final actual participation history.

Prior to final payment, the contractor shall submit a final report on small and minority business participation. The final report shall include the names and addresses of all S/MB firms originally included in the Proposed Schedule of S/MB Participation, type of work subcontracted, original anticipated subcontract value, actual final subcontract value and S/MB status. The final report shall include a written explanation of variances between the proposed plan and actual participation results.

Exhibit S/MB, Final Report of S/MB Participation, is included herein for that purpose. The contractor may, with the prior permission of the County Purchasing Director, submit an alternate reporting form provided that all of the required information is included in the alternate form.

Exhibit S/MB

FINAL REPORT OF S/MB PARTICIPATION

Name of Contractor: _____

Contact Name/Number: _____

Total Contract Amount: \$ _____

Pay Application Number: _____ Amount: _____

Name of S/MB Participant	Address	Type of Work Subcontracted	Subcontract Amount Paid This Application	SB or MB Status
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Small Business Participation Value This Application: _____ %
\$ _____

Minority Participation Value This Application: _____ %
\$ _____

The undersigned certifies this information as correct:

Signature: _____

Title: _____

Value Engineering Alternates

Following items are recommended as value engineering alternates:

	<u>Description</u>	<u>Advantage \$</u>	<u>*Price Difference</u>
1.	_____	_____	_____ \$ _____
2.	_____	_____	_____ \$ _____
3.	_____	_____	_____ \$ _____
4.	_____	_____	_____ \$ _____
4.	_____	_____	_____ \$ _____
5.	_____	_____	_____ \$ _____
6.	_____	_____	_____ \$ _____
7.	_____	_____	_____ \$ _____
8.	_____	_____	_____ \$ _____

* Indicate if "add" or "deduct"

REFERENCES

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

Years in business: _____

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MEETS SPECIFICATIONS
YES NO EXCEPTIONS

Bidder Checklist:

- 1.0 Please ensure you sign, complete, and return one original and one bid copy of all the Beaufort County Bid Forms
- 2.0 If the Bid or RFP requires a bid bond, you must include this with your bid package or your bid will be rejected and returned to the bidder.
- 3.0 Vendor's may call or email the Beaufort County Purchasing department if you have any questions by calling 843-470-2739 or email dthomas@bcgov.net or 843-470-2740 or e-mail: rhineline@bcgov.net
- 4.0 Small and Minority Business participation provisions:
 - 4.1 Beaufort County actively encourages small and minority supplier and subcontractor participation in all Beaufort County contracts.
 - 4.2 It is the policy of Beaufort County and required by local ordinance, that small and minority owned business are given fair opportunity to supply general contractors with material supplies and subcontracts.
 - 4.3 Bidders must demonstrate compliance with the Small and Minority Business Participation Provisions.
 - 4.4 Failure to submit adequate documentation, or false information, will result in a recommendation that the bidder not be awarded this contract.
 - 4.5 In order to demonstrate compliance, bidders shall submit the following completed documents with the sealed bid.
 - Non-discrimination statement on page _____
 - Proposed schedule of small and minority owned business enterprise participation Page _____
 - Documentation of Bidder's efforts to recruit small and minority owned business from a list maintained by the County Purchasing Department Starts on page _____
 - 4.6 Documentation of Bidder's efforts must include (letters) the bidder's written notice to small and minority business 10 days before bid opening consisting of the following (Sample letter on page _____).
 - (a) A letter containing the bidder's name;
 - (b) Beaufort County bid number;
 - (c) Description of work available for subcontracting;
 - (d) Bidder's contact information;
 - (e) Information on availability of plans and specifications;
 - (f) Bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and, or insurance;
 - (g) Evidence that the letters were sent 10-days before bid opening; A copy of the letter/envelops and FAX transmittals sent to small and minority businesses (If you choose to contact minority companies by fax all faxes must be confirmed and the confirming fax should be included in your documentation").
 - (h) A list of businesses to which the letter was sent is required to be provided with bid documents.
 - (i) Submit copies of subcontractors certification certificates if with bid, a list of subcontracting/supplier opportunities (applicable with bid package)

(j) Must submit list of subcontractor/supplier opportunities from page _____.

(k) Complete and submit with bid the log sheet (Exhibit 1) on page ____.

5.0 A current list of small and minority firms will be available by calling 843-470-2737.

6.0 All business opportunities are posted on the County website at www.bcgov.net. Click on local business opportunities link at the bottom right of the web page. Addendums will be posted at this webpage as well.

PAGES IFB-1 THROUGH IFB-23
TO BE RETURNED
IN YOUR SEALED
BID PACKAGE.
OTHER PAGES
SHALL REMAIN
PART OF
THE BID BY
REFERENCE,
AND IT
IS NOT NECESSARY
TO RETURN THESE.

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) 470-2815 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 coverage. 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.
- 29.4 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.

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____ in the year 20___, by and between Beaufort County hereinafter called the **OWNER**, and _____ hereinafter called the **CONTRACTOR**.

WITNESSETH: That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1: SCOPE OF WORK. The project will consist of removal and/or trimming of trees on airport property that have been identified as obstructions to the airspace due to their penetration of the (trapezoidal) 34:1 approach slope to Runway 21 at the Hilton Head Island Airport, South Carolina (HXD). Disturbed areas shall be restored to their pre-removal condition. No burning of debris shall be permitted. Debris shall be hauled off site and disposed of or processed for compost in accordance with applicable solid waste management laws.

Article 2: ENGINEER. The project has been designed by Wilbur Smith Associates who is hereinafter called the ENGINEER and who is to act as OWNER's Authorized Representative (OAR), assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3: CONTRACT SUM. OWNER shall pay to the CONTRACTOR, for completion of the Work in accordance with the Contract Documents in lawful money of the United States of America, and subject to the additions and deductions as provided in the attached bid tabulation form.

Article 4: PAYMENTS. On or about the first day of the month the OWNER will estimate the value of the work done and within thirty (30) days thereafter, ninety percent of the value thus determined, less previous payments, shall be paid to the CONTRACTOR. Upon completion of the entire work involved in the Contract, and upon the acceptance thereof in writing by the OWNER, the balance due the CONTRACTOR for the entire work shall be paid. The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER or any of its members or agents, arising out of or by reason of, the work done and materials furnished under this Contract.

If during the progress of the work it appears that bills to the CONTRACTOR for materials and labor are not being paid, the OWNER shall have the right to withhold from the CONTRACTOR's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be an admission by the OWNER that

the work is done or that its quantity or quality is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the CONTRACTOR shall show the OWNER satisfactory evidence that all just liens and claims for labor and material used in construction of the work are fully satisfied, and that the structure is fully released from all such liens, claims and demands.

Should the CONTRACTOR fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

- a. If a Surety Bond was furnished, the CONTRACTOR shall deliver to the ENGINEER the written consent of the CONTRACTOR's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.
- b. If a cash bond was furnished, the ENGINEER will estimate the conditions relating to the delay, also the amount and nature of the work remaining to be completed and shall decide if partial payments will continue to be made or withheld. The validity of the bond shall in no way be affected regardless of which course of action is taken.

No payments, either partial or final, are to be made for any material which is to be used for falsework or plant, but payment is to be made only for materials which are left permanently in the finished structure. The prices for both monthly and final estimates of the work will be based on the prices shown in the proposal and the Bid, and payment will be made thereon as herein provided.

Article 5: CONTRACT TIME. The CONTRACTOR agrees to commence work within ten (10) days after the date of the written "Notice to Proceed."

After commencement of work of the contract, it shall be pushed with proper dispatch toward completion, to the satisfaction of the ENGINEER and shall be fully completed with the time limit, as described in the Special Provisions. It is understood and agreed that the time limit for completion of said work is the essence of the contract, and should the CONTRACTOR fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the CONTRACTOR agrees to pay the OWNER liquidated damages in the sum of **Three Hundred (\$300.00) dollars per day**. The CONTRACTOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

Article 6: CONTRACT DOCUMENTS. The Contract Documents, including the General and Special Provisions, the Bid, the Specifications and the Drawings, all Addenda, if any, together with this Contract Agreement, form the Contract, and they are as fully a part of this Contract Agreement as if hereto attached to or herein repeated. In case of difference between Drawings and Specifications, the Specifications shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

(CONTRACTOR)

Signed and sealed by the CONTRACTOR in the presence of:

By: _____

Attest: _____
(seal)

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

Attorney for CONTRACTOR

Signed and sealed by Beaufort County in the presence of:

By: _____

Attest: _____
(seal)

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

Beaufort County's Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS.

That we, _____, *an individual *a partnership *a corporation organized under the laws of the State of _____ * having a usual place of business in the State of _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and having a usual place of business in the State of _____, as Surety, are holden and stand firmly bound and obligated unto Beaufort County (hereinafter referred to as OWNER), its successors, and assigns, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, to and for true payment whereof, we bind ourselves and each of us, our heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has by means of a written agreement dated _____, 20 ____, entered into a Contract with the OWNER, hereinafter called "**On-Airport Tree Obstruction Removal - Runway 21 Approach at the Hilton Head Airport**", a copy of which contract is attached hereto and by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal and his Subcontractors shall pay for all labor performed or furnished, for all equipment hired including trucks for all material used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power, tools, hardware, and supplies purchased by said Principal and used in carrying out said contract, and for labor and parts furnished upon the order of said CONTRACTOR for the repair of equipment used in carrying out said contract, furnish security thereunder and being in fact such security, and if said Principal shall will and truly indemnify and save harmless the OWNER against all counsel fees paid or incurred by the OWNER as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same and no failure or refusal of the OWNER to withhold any monies

from the Principal shall in any way affect its obligations of this bond, and it does hereby waive notice of any such extension of time, change, alterations or addition to the terms of the contract of the work or to the specifications.

*** Strike Out Inapplicable Terms**

**CONTRACT BONDS
(Payment Bond)**

In addition to the obligations of the undersigned enumerated above, the bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any material or perform any labor on account of said contract, or rent or hire out any appliances or equipment used or employed in the execution of said Contract, and they and each of them are hereby made Obliges hereunder the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue thereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of nay said persons, firms and corporations, the OWNER as an additional remedy may maintain an action against the undersigned in its own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the Contract annexed hereto for the work herein before mentioned,

IN WITNESS WHEREOF, we have set our hands and seals to this bond, this _____ day of _____, 20 ____.

In presence of:

Individual Principal SEAL

Business Address

Name of Corporate Principal SEAL

By: _____

Address

Countersigned:

Name of Surety (corporate) SEAL

By: _____
Attorney, registered in the State of South Carolina

Address

CONTRACT BONDS
(Payment Bond)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the bond; that who signed the said bond on behalf of the principal, was then of said corporation; that I know his signature and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared:

to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____
and that he has been authorized by _____
to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of OWNER.

Subscribed and sworn to me this _____ day of _____ A.D., 20

Notary Public, State of South Carolina

My Commission Expires: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS.

That we, _____ *an individual *a partnership *a corporation organized under the laws of the State of _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and having a usual place of business in the State of _____ as Surety, are holden and stand firmly bound and obligated unto **OWNER** (hereinafter referred to as the **OWNER**), its successors, and assigns, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, to and for true payment whereof, we bind ourselves and each of us, our heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal has by means of a written agreement dated _____, A.D., 20 ____, entered into a Contract with the **OWNER**, hereinafter referred to as "**On-Airport Tree Obstruction Removal - Runway 21 Approach at the Hilton Head Airport**", a copy of which contract is attached hereto and by reference made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal and his Subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said contract set forth and specified to be by said Principal kept and performed, and shall well and truly indemnify and save harmless the **OWNER** against all counsel fees paid or incurred by the **OWNER** as a result or a breach of nay condition of this bond, and against all claims and suits for damage to person or property arising from carelessness of due care, or any act or omission on the part of said Principal during the performance of said contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no failure or refusal of the **OWNER** to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations or addition to the terms of the Contract or the work or to the specifications.

In the event that the Contract is abandoned by the Principal, or is terminated by the **OWNER** under the provisions of said contract, said Surety hereby further agrees that said

Surety shall, if requested in writing by the OWNER, take action as is necessary to complete said Contract.

This bond shall become effective at the same time as the Contract annexed hereto for the work herein before mentioned.

*** Strike Out Inapplicable Terms**

**CONTRACT BONDS
(Performance Bond)**

IN WITNESS WHERE OF, we have set our hands and seals to this bond, this _____
day of _____, 20____.

In presence of:

_____ SEAL
Individual Principal

Business Address

_____ SEAL
Name of Corporate Principal

By: _____

Address

Countersigned: _____

Name of Surety (Corporate)

By: _____

Attorney registered in the State of South Carolina

Address

**CONTRACT BONDS
(Performance Bond)**

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as the Principal in the bond; that who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of OWNER.

Subscribed and sworn to before me this _____ day of _____ A.D.,
20____.

Notary Public, State of _____
My Commission Expires: _____

CONTRACT BONDS
(Performance Bond)

(INSTRUCTION PAGE ONLY)

Attach a certified copy of Power-of-attorney appointing individual Attorney-in-Fact for Execution of Performance Bond on behalf of Surety.

PART I – GENERAL PROVISIONS
SECTION 10
DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Proposal; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning as the term "Owner." Where the term "Owner" is capitalized in this document, it shall mean airport owner or sponsor only.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. See definition above of "Owner."

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-49 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract when work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (Notice to Bidders).

20-02 PREQUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
- c. Contractor default under previous contracts with the Owner.
- d. Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and

specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

~~Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.~~

20-07 PREPARATION OF PROPOSAL. The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number and name, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS** of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS** of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled **APPROVAL OF CONTRACT** of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled **CONSIDERATION OF PROPOSALS** of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled **REQUIREMENTS OF CONTRACT BONDS** of this section, within fifteen (15) calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the fifteen (15) calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed

that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flagperson, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

~~40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.~~

~~Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.~~

~~Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be utilized in the work as otherwise provided for in the contract and shall remain the property of the Owner when so utilized in the work.~~

~~40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:~~

~~_____ a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,~~

~~_____ b. Remove such material from the site, upon written approval of the Engineer; or~~

- ~~_____ c. Use such material for his/her own temporary construction on site; or;~~
- ~~_____ d. Use such material as intended by the terms of the contract.~~

~~Should the Contractor wish to exercise option a, b, or c, he shall request the Engineer's approval in advance of such use.~~

~~Should the Engineer approve the Contractor's request to exercise option a, b, or c, the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.~~

~~Should the Engineer approve the Contractor's exercise of option a, the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.~~

~~It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a, b, or c.~~

~~The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.~~

40-09 FINAL CLEAN UP Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

~~The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.~~

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or

testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

~~The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.~~

~~No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price of the bid for the various items of the Contract.~~

Construction Staking and Layout includes but is not limited to delineation of the various work areas and marking of cut-line on trees designated on plans to be trimmed, topped or pruned. The cut-line shall be measured from the ground upward based upon elevations and survey control indicated on the plans.

- Clearing and Grubbing perimeter staking.
- Rough Grade slope stakes at 100-foot stations.
- Drainage Swales slope stakes and flow line blue tops at 50-foot stations.
- Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:
 - a. Runway—minimum 5 per station
 - b. Taxiways—minimum 3 per station
 - c. Holding apron areas—minimum 3 per station
 - d. Roadways—minimum 3 per station
- Base Course blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:
 - a. Runway—minimum 5 per station
 - b. Taxiways—minimum 3 per station
 - c. Holding apron areas—minimum 3 per station
- Pavement areas:
 - a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
 - b. Between Lifts at 25-foot stations for the following section locations:
 - (1) Runways—each paving lane width
 - (2) Taxiways—each paving lane width
 - (3) Holding areas—each paving lane width
 - c. After finish paving operations at 50-foot stations
 - (1) All paved areas—Edge of each paving lane prior to next paving lot
 - d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50-foot offsets
- Fence lines at 100-foot stations
- Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASI's, PAPI's, REIL's, Wind Cones, Distance Markers (signs), pull boxes and manholes.
- Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.
- Painting and Striping layout (pinned with 1.5-inch PK nails) marked for paint Contractor. (All nails shall be removed after painting)
- Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400-foot per pass (i.e. paving lane).

NOTE: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. ~~Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period.~~ The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

~~In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.~~

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within ten (10) calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

~~**50-17 COST REDUCTION INCENTIVE.** The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.~~

~~On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.~~

~~Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.~~

~~As a minimum, the following information shall be submitted by the Contractor with each proposal:~~

- ~~a. A description of both existing contract requirements for performing the work and the proposed changes; with a discussion of the comparative advantages and disadvantages of each;~~
- ~~b. An itemization of the contract requirements that must be changed if the proposal is adopted;~~
- ~~c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;~~
- ~~d. A statement of the time by which a change order adopting the proposal must be issued;~~
- ~~e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and~~
- ~~f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.~~

~~The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.~~

~~The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.~~

~~The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.~~

~~The Owner may require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.~~

~~If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net~~

~~savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.~~

~~The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.~~

~~Acceptance of the cost reduction proposal and performance of the cost reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.~~

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

~~The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.~~

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

~~60-04 PLANT INSPECTION—The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.~~

~~Should the Engineer conduct plant inspections, the following conditions shall exist:~~

- ~~a.—The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.~~
- ~~b.—The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.~~
- ~~c.—If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.~~

~~It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.~~

~~60-05 ENGINEER'S FIELD OFFICE—The Contractor shall furnish for the duration of the project one building for the use of the field engineers and inspectors, as a field office. This facility shall be an approved weatherproof building meeting the current State Highway Specifications (for example, Class I Field Office or Type C Structure). This building shall be located conveniently near to the construction and shall be separate from any building used by the Contractor. A land line telephone and answering machine shall be provided. The Contractor shall be responsible for payment of the basic monthly charge and local calls only. Any Long Distance Tolls shall be the responsibility of the caller. The Contractor shall furnish [FAX machine, photocopy machine, water, sanitary facilities, heat, air conditioning, and electricity]. No direct payment will be made for this building or labor, materials, ground rental, or other expense in connection therewith. The cost hereof shall be included in the price bid for the various items of the contract. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.~~

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its used in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

**SECTION 70
LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

Owner (Utility or Other Facility)
Location (See Plan Sheet No.)
Person to Contact (Name, Title, Address and Phone)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under Section 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

~~**70-09 USE OF EXPLOSIVES.** When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.~~

~~All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.~~

~~The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.~~

~~The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.~~

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit(s), action(s), or claim(s) for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described below:

Phase or Description

Required Date or Sequence of Owner's Beneficial Occupancy
Work Shown on Plan Sheet

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions.)

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

Utility Service or Facility
Person to Contact (Name, Title, Address, & Phone)

Owner's Emergency Contact (Phone)

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.

d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.

e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the

subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

SECTION 80 PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within ten (10) days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS of the airport.

When the work requires the Contractor to conduct his/her operations within an AIR OPERATIONS AREA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AIR OPERATIONS AREA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AIR OPERATIONS AREA (AOA) of the airport on an intermittent basis (intermittent opening and closing of the AIR OPERATIONS AREA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AIR OPERATIONS AREA; immediately obey all instructions to resume work in such AIR OPERATIONS AREA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AIR OPERATIONS AREA until the satisfactory conditions are provided.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (See Special Provisions).

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of

specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or

- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 400 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 150 feet of the centerline of an active runway at any time.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

~~Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.~~

~~Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.~~

~~In computing volumes of excavation the average end area method or other acceptable methods will be used.~~

~~The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.~~

The term "ton" will mean the short ton consisting of 2,000 pounds (907 kilograms) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

~~When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.~~

~~Bituminous materials will be measured by the gallon (liter) or ton (kilogram). When measured by volume, such volumes will be measured at 60 F (15 C) or will be corrected to the volume at 60 F (15 C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.~~

~~Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.~~

~~When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.~~

~~Cement will be measured by the ton (kilogram) or hundredweight (kilogram).~~

~~Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.~~

~~The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.~~

~~When a complete structure or structural unit (in effect, "lump-sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.~~

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

~~When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.~~

~~Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.~~

~~Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.~~

~~Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.~~

~~Scale installations shall have available ten standard 50 pound (23 kilogram) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.~~

~~Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.~~

~~Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.~~

~~In the event inspection reveals the scales have been "underweighing" (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.~~

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

- a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

- c. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made at least once each month as the work progresses. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such 10 percent retainage shall be deducted.

When not less than 95 percent of the work has been completed, the Engineer may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final retained percentage or final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral

satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, he/she may request that the Owner accept (in lieu of the 10 percent retainage on partial payments described in the subsection titled PARTIAL PAYMENTS of this section) the Contractor's deposits in escrow under the following conditions.

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the 10 percent retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or

computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

SECTION 100 CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 7 calendar days before the preconstruction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;
- c. Submittals schedule;

- d. Inspection requirements;
- e. ~~Quality control testing plan;~~
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

~~Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:~~

- ~~(1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.~~
- ~~(2) Engineer in training with 2 years of airport paving experience acceptable to the Engineer.~~
- ~~(3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.~~
- ~~(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).~~
- ~~(5) Highway materials technician certified at Level III by NICET.~~
- ~~(6) Highway construction technician certified at Level III by NICET.~~
- ~~(7) A NICET-certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.~~

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm.

The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

- ~~b.—Quality Control Technicians.—A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.~~

~~The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:~~

- ~~(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06;~~
- ~~(2) Performance of all quality control tests as required by the technical specifications and Section 100-07;~~

~~Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.~~

- ~~c.—Staffing Levels.—The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.~~

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. ~~The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:~~

- ~~a.—Specification item number;~~
- ~~b.—Item description;~~
- ~~c.—Description of submittal;~~
- ~~d.—Specification paragraph requiring submittal; and~~
- ~~e.—Scheduled date of submittal.~~

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. ~~During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.~~
- b. ~~During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.~~

~~100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.~~

~~The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:~~

- a. ~~Specification item number (e.g., P-401);~~
- b. ~~Item description (e.g., Plant Mix Bituminous Pavements);~~
- c. ~~Test type (e.g., gradation, grade, asphalt content);~~
- d. ~~Test standard (e.g., ASTM or AASHTO test number, as applicable);~~
- e. ~~Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);~~
- f. ~~Responsibility (e.g., plant technician); and~~
- g. ~~Control requirements (e.g., target, permissible deviations).~~

~~The testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D-3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.~~

~~All quality control test results shall be documented by the Contractor as required by Section 100-08.~~

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
 - (1) Technical specification item number and description;

- ~~(2) Compliance with approved submittals;~~
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- ~~(6) Review of quality control tests; and~~
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

~~b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:~~

- ~~(1) Technical specification item number and description;~~
- ~~(2) Test designation;~~
- ~~(3) Location;~~
- ~~(4) Date of test;~~
- ~~(5) Control requirements;~~
- ~~(6) Test results;~~
- ~~(7) Causes for rejection;~~
- ~~(8) Recommended remedial actions; and~~
- ~~(9) Retests.~~

~~Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.~~

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

~~When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.~~

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
 - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

SECTION 110
METHOD OF ESTIMATING PERCENTAGE OF MATERIAL
WITHIN SPECIFICATION LIMITS (PWL)

(NOT APPLICABLE)

**SECTION 120
NUCLEAR GAGES**

(NOT APPLICABLE)

SECTION 130
CONSTRUCTION CONTRACT CLAUSES FOR
AIRPORT IMPROVEMENT PROGRAM

PART I - LABOR PROVISIONS - FOR CONTRACTS

I. Each sponsor entering into a construction contract for an airport development project is required to insert in the contract the following provisions from 29 CFR 5.5 except that contracts for \$2,000 or less need not contain the provisions.

a. **Minimum Wages.**

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week; and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of subparagraph a.(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraph d. of this clause. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (2) (i) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (B) The classification is utilized in the area by the construction industry; and
 - (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and

wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(ii) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB number 1215-0140.)

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraph (2) (ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. **Withholding.** (FAA from Sponsor). The Federal Aviation Administration shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the FAA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto will be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the

types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under a (4) of this clause that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

- (2) (i) The contractor will submit weekly for each week in which any contract work is performed a copy of all payrolls to the OWNER for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under c(1) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under c(1) above and that such information is correct and complete;
- (B) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(b) of this section.
- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (3) The contractor or subcontractor shall make the records required under paragraph c(1) of this section available for inspection, copying or transcription by authorized representatives of the FAA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make

them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. **Apprentices and Trainees.**

- (1) **APPRENTICES.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training of a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **TRAINEES.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a

training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) **EQUAL EMPLOYMENT OPPORTUNITY.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. **Compliance With Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- f. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in paragraphs a. through j. of this contract and such other clauses as the FAA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. **Contract Termination: Debarment.** A breach of the contract clauses in paragraphs a. through j. of this clause and a. through e. of the 2nd clause below may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes, within the meaning of this clause, include disputes between the contractor (of any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. **Certification of Eligibility.**
- (1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
2. The following clauses in paragraphs, a, b, c, d, and e below, required by the Contract Work Hours and Safety Standards Act, will also be inserted in full in AIP construction contracts in excess of \$2,000 in addition to the clauses required by 29 CFR 5.5(a) or 4.6 of Part 4 of Title 29. As used in the following, the term "laborers" and "mechanics" include watchmen and guards.
- a. **OVERTIME REQUIREMENTS.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of the laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless each laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. **VIOLATION; LIABILITY FOR UNPAID WAGES, LIQUIDATED DAMAGES.** In the event of any violation of the clause set forth in paragraph a. above, the contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the U.S. (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of overtime wages required by the clause set forth in paragraph a. above.

- c. **WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.** The FAA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.
 - d. **SUBCONTRACTS.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.
 - e. **WORKING CONDITIONS.** No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
3. In addition to the provisions in 1 and 2 above for contracts in excess of \$2,000, the following is to be included in all contracts for work on airport development projects involving labor:

VETERAN'S PREFERENCE. In the employment of labor (except in executive, administrative and supervisory positions), preferences shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PART II - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

- A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended).
- (1) As used in these specifications:
- (a) "Covered area," means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - (d) "Minority" includes:
 - 1. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
 - 3. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - 4. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- (2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- (4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction

trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Federal Contract Compliance Programs office or from Federal Procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The contractor shall take specific affirmative actions to ensure EEO. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs relevant to the contractor's employment needs, especially those programs funded or

approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-03.
- (l) Conduct, at least annually, an inventory and evaluation, at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractors and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the executive order if a specific minority group of women is underutilized).
- (10) The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The contractor shall not enter into any subcontract with any person of firm debarred from government contracts pursuant to Executive Order 11246, as amended.
- (12) The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form;

however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

B. Contractor Contractual Requirements. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **COMPLIANCE WITH REGULATIONS.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the regulations.
- (3) **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the contractor for work 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 obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **INFORMATION AND REPORTS.** The contractor shall provide all information and reports as required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) 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 the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **SANCTIONS FOR NONCOMPLIANCE.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **INCORPORATION OF PROVISIONS.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into any such litigation to protect the interest of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Equal Employment Opportunity Clause. During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices (see paragraph C.) setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (see paragraph C.) advising that said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the FAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the FAA, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- D. Notices to be Posted. The "Equal Employment Opportunity is the Law" poster is to be posted by the contractor in a conspicuous place available to employees and applicants for employment as required by paragraphs (1) and (3) of the EEO clause. Copies of this poster will be furnished to contractors at the preconstruction conference.
- E. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, As Amended).

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area are as follows:
 - (3)

Goals for minority participation in each trade	Goals for female for participation in each trade
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These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- (4) As used in this notice and in the contract resulting from this solicitation, the "covered area", South Carolina.

F. Required Reports.

- (1) Monthly Employment Utilization Report. This report is to be prepared on Form CC 257 (Rev. 9-78) and sent to the Area Office, Federal Contract Compliance Program (OFCCP) that serves the geographical area in which this project is located. The report is due by the fifth day of each month after work has commenced. The contractor will be advised further regarding this report including the address of the OFCCP Area Office, at the preconstruction conference.

- (2) Annual EEO-1 Report. Contractors/subcontractors working on federally assisted airport construction projects are required to file annually, on or before March 31 complete and accurate reports on Standard Form 100 (Employee Information Report, EEO-1). The first such report is required within 30 days after award unless the contractor/subcontractor has submitted such a report within 12 months preceding the date of award (the FAA or Department of Labor OFCCP can designate other intervals). This form is normally furnished.
- (3) Based on a mailing list, but can be obtained from the Joint Reporting Committee, 1800 G. Street, N.W., Washington, D.C. 20506. This report is required if a contractor or subcontractor meets all of the following conditions:
 - (a) Nonexempt. Contractors/subcontractors are not exempt based on 41 CFR 60-1.5, and
 - (b) Number of Employees. Has 50 or more employees,
 - (c) Contractor/Subcontractor. Is a prime contractor or first tier subcontractor, and
 - (d) Dollar Level. There is a contract, subcontract, or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes. Some subcontractors below the first tier who work at the site are required to file if they meet the requirements of 41 CFR 60-1.7.
- (3) Records. The FAA or Department of Labor OFCCP may require a contractor to keep employment or other records and to furnish, in the form requested within reasonable limits, such information as necessary.

G. Requirement for Certification of Non-segregated Facilities.

- (i) NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
 - (a) Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
 - (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- (2) NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES
 - (a) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
 - (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

Certification of Non-segregated Facilities

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor
Title

PART III - MISCELLANEOUS CONTRACT PROVISIONS

A. Airport Improvement Program Project.

The work in this contract is included in Airport Improvement Program Project No. which is being undertaken and accomplished by Beaufort County in accordance with the terms and conditions of a grant agreement between Beaufort County, and the United States, under the Airport and Airway Improvement Act of 1982 and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

B. Consent to Assignment.

The contractor shall obtain the prior written consent of the OWNER to any proposed assignment of any interest in or part of this contract.

C. Veterans Preference.

In the employment of labor (except in executive, administrative, and supervisory positions), the contractor shall give preference to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982.

D. FAA Inspection and Review.

The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

E. Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A., C., and D. of this section and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

F. Clean Air and Water Pollution Control Requirements for all Construction Contracts and Subcontract Exceeding \$100,000.

Contractors agree:

- (1) That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- (2) To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
- (3) That as a condition for award of a contract, they will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) To include in any subcontract which exceeds \$100,000 the requirements of (1), (2) and (3) above.

PART IV - REQUIREMENTS OF 49 CFR PART 26 (AMENDED)

A. Disadvantaged Business Enterprise Program:

- (1) **POLICY.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 (Amended) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 (Amended) apply to this contract.
- (2) **DBE OBLIGATION.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 26 (Amended) have the maximum opportunity to participate in the performance of this contract or subsequent subcontracts. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 (Amended) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or subsequent subcontracts.
- (3) **COMPLIANCE.** All contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

END OF SECTION 130

_ Asphalt paver.....	\$ 7.25
_ Asphalt plant.....	\$ 7.25
_ Bulldozer (utility).....	\$ 7.25
_ Bulldozer.....	\$ 7.25
_ Concrete saw.....	\$ 7.25
_ Crane, backhoe, dragline, shovel:	
_ 1 cu. yd. and under.....	\$ 7.36
_ Over 1 cu. yd.....	\$ 9.15
_ Grease person.....	\$ 7.25
_ Hydro-seeder.....	\$ 7.25
_ Loader.....	\$ 7.25
_ Mechanic.....	\$ 8.68
_ Motor grader (fine grade).....	\$ 8.78
_ Motor grader (rough grade).....	\$ 7.25
_ Roller (finish).....	\$ 7.25
_ Roller.....	\$ 7.25
_ Scraper.....	\$ 7.25
_ Screed, asphalt.....	\$ 7.25
_ Sweeper.....	\$ 7.25
_ Tractor, utility.....	\$ 7.25

Truck drivers:

_ Heavy-duty.....	\$ 7.25
_ Multi rear axle.....	\$ 7.25
_ Single rear axle.....	\$ 7.25

WELDER.....\$ 9.10

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: OPERATIONAL SAFETY ON AIRPORTS
DURING CONSTRUCTION

Date: 1/17/03

AC No: 150/5370-2E

Initiated by: AAS-300

Change:

1. THE PURPOSE OF THIS ADVISORY CIRCULAR (AC).

Aviation safety is the primary consideration at airports, especially during construction. This AC sets forth guidelines for operational safety on airports during construction. It contains major changes to the following areas: "Runway Safety Area," paragraph 3-2; "Taxiway Safety Areas/Object-Free Areas," paragraph 3-3; "Overview," paragraph 3-4; "Marking Guidelines for Temporary Threshold," paragraph 3-5; and "Hazard Marking and Lighting," paragraph 3-9.

2. WHAT THIS AC CANCELS.

This AC cancels AC 150/5370-2D, *Operational Safety on Airports During Construction*, dated May 31, 2002.

3. READING MATERIAL RELATED TO THIS AC.

Appendix 1 contains a list of reading materials on airport construction, design, and potential safety hazards during construction, as well as instructions for ordering these documents. Many of them, including this AC, are available on the Federal Aviation Administration (FAA) Web site.

4. WHO THIS AC AFFECTS.

This AC assists airport operators in complying with 14 Code of Federal Regulations (CFR), part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, and with the requirements of airport construction projects receiving funds under the Airport Improvement Program or from the Passenger Facility Charge Program. While the FAA does not require noncertificated airports without grant agreements to adhere to these guidelines, we recommend that they do so as it will help these airports maintain a desirable level of operational safety during construction.

5. ADDITIONAL BACKGROUND INFORMATION.

Appendix 2 contains definitions of terms used in this AC. Appendix 3 provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Appendix 4 is a sample Notice to Airmen form.

6. HAZARD LIGHTING IMPLEMENTATION TIME LINE.

Supplemental hazard lighting must be red in color by October 1, 2004. See paragraph 3-9 for more information.

DAVID L. BENNETT

Director, Office of Airport Safety and Standards

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CHAPTER 1. GENERAL SAFETY REQUIREMENTS AND RESPONSIBILITIES

1-1. OVERVIEW.

Hazardous practices and marginal conditions created by construction activities can decrease or jeopardize operational safety on airports. To minimize disruption of normal aircraft operations and to avoid situations that compromise the airport's operational safety, the airport operator must carefully plan, schedule, and coordinate construction activities. While the guidance in this AC is primarily used for construction operations, some of the methods and procedures described may also enhance day-to-day maintenance operations.

1-2. WHO IS RESPONSIBLE FOR SAFETY DURING CONSTRUCTION.

An airport operator has overall responsibility for construction activities on an airport. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on these responsibilities can be found throughout this AC.

a. Airport operator's responsibilities—

- (1) Develop internally or approve a construction safety plan developed by an outside consultant/contractor that complies with the safety guidelines in Chapter 2, "Safety Plans," and Appendix 3, "Airport Construction Safety Planning Guide," of this AC.
- (2) Require contractors to submit plans indicating how they intend to comply with the safety requirements of the project.
- (3) Convene a meeting with the construction contractor, consultant, airport employees, and, if appropriate, tenant sponsor to review and discuss project safety before beginning construction activity.
- (4) Ensure contact information is accurate for each representative/point of contact identified in the safety plan.
- (5) Hold weekly or, if necessary, daily safety meetings to coordinate activities.
- (6) Notify users, especially aircraft rescue and fire fighting (ARFF) personnel, of construction activity and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAMs) or other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- (7) Ensure that construction personnel know of any applicable airport procedures and of changes to those procedures that may affect their work.

(8) Ensure that construction contractors and subcontractors undergo training required by the safety plan.

(9) Develop and/or coordinate a construction vehicle plan with airport tenants, the airport traffic control tower (ATCT), and construction contractors. Include the vehicle plan in the safety plan. See Chapter 2, section 2, of this AC for additional information.

(10) Ensure tenants and contractors comply with standards and procedures for vehicle lighting, marking, access, operation, and communication.

(11) At certificated airports, ensure that each tenant's construction safety plan is consistent with 14 CFR part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

(12) Conduct frequent inspections to ensure construction contractors and tenants comply with the safety plan and that altered construction activities do not create potential safety hazards.

(13) Resolve safety deficiencies immediately.

(14) Ensure construction access complies with the security requirements of 49 CFR part 1542, Airport Security.

(15) Notify appropriate parties when conditions exist that invoke provisions of the safety plan (e.g., implementation of low-visibility operations).

b. Construction contractor's responsibilities—

- (1) Submit plans to the airport operator on how to comply with the safety requirements of the project.
- (2) Have available a copy of the project safety plan.
- (3) Comply with the safety plan associated with the construction project and ensure that construction personnel are familiar with safety procedures and regulations on the airport.
- (4) Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
- (5) Provide a safety officer/construction inspector familiar with airport safety to monitor construction activities.
- (6) Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate.

(7) Ensure that no construction employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations areas (AOAs) from the construction site unless authorized.

c. Tenant's responsibilities if planning construction activities on leased property—

(1) Develop a safety plan, and submit it to the airport operator for approval prior to issuance of a Notice to Proceed.

(2) Provide a point of contact who will coordinate an immediate response to correct any

construction-related activity that may adversely affect the operational safety of the airport.

(3) Ensure that no tenant or construction employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.

(4) Restrict movement of construction vehicles to construction areas by flagging and barricading or erecting temporary fencing.

CHAPTER 2. SAFETY PLANS

Section 1. Basic Safety Plan Considerations

2-1. OVERVIEW.

Airport operators should coordinate safety issues with the air carriers, FAA Airway Facilities, and other airport tenants before the design phase of the project. The airport operator should identify project safety concerns, requirements, and impacts before making arrangements with contractors and other personnel to perform work on an airport. These safety concerns will serve as the foundation for the construction safety plan and help maintain a high level of aviation safety during the project.

The airport operator should determine the level of complexity of the safety plan that is necessary for each construction project and its phases. The safety plan may be detailed in the specifications included in the invitation for bids, or the invitation for bid may specify that the contractor develop the safety plan and the airport operator approve it. In the latter case, the invitation for bid should contain sufficient information to allow the contractor to develop and determine the costs associated with the safety plan. In either case, safety plan costs should be incorporated into the total cost of the project. The airport operator has final approval authority and responsibility for all safety plans.

Coordination will vary from formal predesign conferences to informal contacts throughout the duration of the construction project.

Details of a specified safety plan, or requirements for a contractor-developed safety plan, should be discussed at the predesign and preconstruction conferences and should include the following, as appropriate:

- a. Actions necessary before starting construction, including defining and assigning responsibilities.
- b. Basic responsibilities and procedures for disseminating instructions about airport procedures to the contractor's personnel.
- c. Means of separating construction areas from aeronautical-use areas.
- d. Navigational aid (NAVAID) requirements and weather.
- e. Marking and lighting plan illustrations.
- f. Methods of coordinating significant changes in airport operations with all the appropriate parties.

2-2. SAFETY PLAN CHECKLIST.

To the extent applicable, the safety plan should address the following:

- a. Scope of work to be performed, including proposed duration of work.
- b. Runway and taxiway marking and lighting.
- c. Procedures for protecting all runway and taxiway safety areas, obstacle-free zones (OFZs), object-free areas (OFAs), and threshold citing criteria outlined in AC 150/5300-13, *Airport Design*, and as described in this AC. This includes limitations on equipment height and stockpiled material.
- d. Areas and operations affected by the construction activity, including possible safety problems.
- e. NAVAIDs that could be affected, especially critical area boundaries.
- f. Methods of separating vehicle and pedestrian construction traffic from the airport movement areas. This may include fencing off construction areas to keep equipment operators in restricted areas in which they are authorized to operate. Fencing, or some other form of restrictive barrier, is an operational necessity in some cases.
- g. Procedures and equipment, such as barricades (identify type), to delineate closed construction areas from the airport operational areas, as necessary.
- h. Limitations on construction.
- i. Required compliance of contractor personnel with all airport safety and security measures.
- j. Location of stockpiled construction materials, construction site parking, and access and haul roads.
- k. Radio communications.
- l. Vehicle identification.
- m. Trenches and excavations and cover requirements.

n. Procedures for notifying ARFF personnel if water lines or fire hydrants must be deactivated or if emergency access routes must be rerouted or blocked.

o. Emergency notification procedures for medical and police response.

p. Use of temporary visual aids.

q. Wildlife management.

r. Foreign object debris (FOD) control provisions.

s. Hazardous materials (HAZMAT) management.

t. NOTAM issuance.

u. Inspection requirements.

v. Procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas.

w. Procedures for contacting responsible representatives/points of contact for all involved parties. This should include off-duty contact information so an immediate response may be coordinated to correct any construction-related activity that could adversely affect the operational safety of the airport. Particular care should be taken to ensure that appropriate Airways Facilities personnel are identified in the event that an unanticipated utility outage or cable cut occurs that impacts FAA NAVAIDs.

x. Vehicle operator training.

y. Penalty provisions for noncompliance with airport rules and regulations and the safety plan (e.g., if a vehicle is involved in a runway incursion).

z. Any special conditions that affect the operation of the airport and will require a portion of the safety plan to be activated (e.g., low-visibility operations, snow removal).

Section 2. Safety and Security Measures

2-3. OVERVIEW.

Airport operators are responsible for closely monitoring tenant and construction contractor activity during the construction project to ensure continual compliance with all safety and security requirements. Airports subject to 49 CFR part 1542, Airport Security, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel. In addition, airport operators should use safety program standards, as described in Chapter 3 of this AC, to develop specific safety measures to which tenants and construction contractors must adhere throughout the duration of construction activities.

General safety provisions are contained in AC 150/5370-10, *Standards for Specifying Construction of Airports*, paragraphs 40-05, "Maintenance of Traffic"; 70-08, "Barricades, Warning Signs, and Hazard Markings"; and 80-04, "Limitation of Operations." At any time during construction, aircraft operations, weather, security, or local airport rules may dictate more stringent safety measures. The airport operator should ensure that both general and specific safety requirements are coordinated with airport tenants and ATCT personnel. The airport operator should also include these parties in the coordination of all bid documents, construction plans, and specifications for on-airport construction projects.

2-4. VEHICLE OPERATION AND MARKING AND PEDESTRIAN CONTROL.

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. This includes aircraft movement and nonmovement areas. The airport operator should develop and coordinate a construction vehicle plan with airport tenants, contractors, and the ATCT. The safety plan or invitation for bid should include specific vehicle and pedestrian requirements.

The vehicle plan should contain the following items:

a. Airport operator's rules and regulations for vehicle marking, lighting, and operation.

b. Requirements for marking and identifying vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.

c. Description of proper vehicle operations on movement and nonmovement areas under normal, lost communications, and emergency conditions.

d. Penalties for noncompliance with driving rules and regulations.

e. Training requirements for vehicle drivers to ensure compliance with the airport operator's vehicle rules and regulations.

f. Provisions for radio communication training for construction contractor personnel engaged in construction activities around aircraft movement areas. Some drivers,

such as construction drivers under escort, may not require this training.

g. Escort procedures for construction vehicles requiring access to aircraft movement areas. A vehicle in the movement area must have a working aviation-band, two-way radio unless it is under escort. Vehicles can be in closed areas without a radio if the closed area is properly marked and lighted to prevent incursions and a NOTAM regarding the closure is issued.

h. Monitoring procedures to ensure that vehicle drivers are in compliance with the construction vehicle plan.

i. Procedures for, if appropriate, personnel to control access through gates and fencing or across aircraft movement areas.

2-5. CONSTRUCTION EMPLOYEE PARKING AREAS.

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the airport movement area. These areas should provide reasonable contractor employee access to the job site.

2-6. CONSTRUCTION VEHICLE EQUIPMENT PARKING.

Construction employees must park and service all construction vehicles in an area designated by the airport operator outside the runway safety areas and OFZs and never on a closed taxiway or runway. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (e.g., overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigational aids. The FAA must also study those areas to determine effects on 14 CFR part 77, *Objects Affecting Navigable Airspace*, surfaces (see paragraph 2-13 for further information).

2-7. RADIO COMMUNICATION TRAINING.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement

areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCTs. Training of contractors on proper communication procedures is essential for maintaining airport operational safety. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact with airport operations, ATCT, or the Common Traffic Advisory Frequency, which may include UNICOM, MULTICOM, or one of the FAA Flight Service Stations (FSS), as directed by airport management.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport. Vehicle drivers must confirm by personal observation that no aircraft is approaching their position when given clearance to cross a runway. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure (see the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings"). This safety placard may be ordered through the Runway Safety Program Web site at <http://www.faaersp.org> or obtained from the Regional Airports Division Office.

2-8. FENCING AND GATES.

Airport operators and contractors must take care to maintain a high level of safety and security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and people (especially minors). Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

Section 3. Notification of Construction Activities

2-9. GENERAL.

In order to maintain the desired levels of operational safety on airports during construction activities, the safety

plan should contain the notification actions described below.

2-10. ENSURING PROMPT NOTIFICATIONS.

The airport operator should establish and follow procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of an airport.

2-11. NOTICES TO AIRMEN (NOTAMS).

The airport operator must provide information on closed or hazardous conditions on airport movement areas to the FSS so it can issue a NOTAM. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMS about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMS) for Airport Operators*, and Appendix 4 in this AC for a sample NOTAM form. Only the FAA may issue or cancel NOTAMS on shutdown or irregular operation of FAA-owned facilities. Only the airport operator or an authorized representative may issue or cancel NOTAMS on airport conditions. (The airport owner/operator is the only entity that can close or open a runway.) The airport operator must file and maintain this list of authorized representatives with the FSS. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator.

2-12. AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) NOTIFICATION.

The safety plan must provide procedures for notifying ARFF personnel, mutual aid providers, and other emergency services if construction requires shutting off or otherwise disrupting any water line or fire hydrant on the airport or adjoining areas and if contractors work with hazardous material on the airfield. Notification procedures must also be developed for notifying ARFF and all other emergency personnel when the work performed will close or affect any emergency routes. Likewise, the procedures must address appropriate notifications when services are restored.

2-13. NOTIFICATION TO THE FAA.

For certain airport projects, 14 CFR part 77 requires notification to the FAA. In addition to applications made for Federally funded construction, 14 CFR part 157, Notice of Construction, Alteration, Activation, and

Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Regional Airports Division Office or Airports District Office.

Also, any person proposing any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77 must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, etc.). FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the FAA Regional Airports Division Office or Airports District Office. (See AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*.)

If construction operations require a shutdown of an airport owned NAVAID from service for more than 24 hours or in excess of 4 hours daily on consecutive days, we recommend a 45-day minimum notice prior to facility shutdown. Coordinate work for a FAA owned NAVAID shutdown with the local FAA Airways Facilities Office. In addition, procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs must be addressed.

2-14. WORK SCHEDULING AND ACCOMPLISHMENT.

Airport operators—or tenants having construction on their leased properties—should use predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction (see AC 150/5300-9, *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects*). The airport operator, tenants, and construction contractors should integrate operational safety requirements into their planning and work schedules as early as practical. Operational safety should be a standing agenda item for discussion during progress meetings throughout the project. The contractor and airport operator should carry out onsite inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

CHAPTER 3. SAFETY STANDARDS AND GUIDELINES

Section 1. Runway and Taxiway Safety Areas, Obstacle-Free Zones, and Object-Free Areas

3-1. OVERVIEW.

Airport operators must use these safety guidelines when preparing plans and specifications for construction activities in areas that may interfere with aircraft operations. The safety plan should recognize and address these standards for each airport construction project. However, the safety plan must reflect the specific needs of a particular project, and for this reason, these safety guidelines should not be incorporated verbatim into project specifications. For additional guidance on meeting safety and security requirements, refer to the planning guide template included in Appendix 3 of this AC.

3-2. RUNWAY SAFETY AREA (RSA)/ OBSTACLE-FREE ZONE (OFZ).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13, *Airport Design*). Construction activities within the standard RSA are subject to the following conditions:

a. Runway edges.

(1) No construction may occur closer than 200 feet (60m) from the runway centerline unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA width available during construction, or 400 feet, whichever is less (see AC 150/5300-13, Tables 3-1 through 3-3).

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The airport operator must coordinate the construction activity in the RSA as permitted above with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

b. Runway ends.

(1) An RSA must be maintained of such dimensions that it extends beyond the end of the runway a distance equal to that which existed before construction activity, unless the runway is closed or restricted to aircraft operations for which the reduced RSA is adequate (see AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may help provide the necessary RSA.

In addition, all personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.¹ Consult with the appropriate FAA Regional Airports Division Office or Airports District Office to determine the appropriate approach surface required.

(2) Personnel, material, and/or equipment must not penetrate the OFZ, as defined in AC 150/5300-13.

(3) The safety plan must provide procedures for ensuring adequate distance for blast protection, if required by operational considerations.

(4) The airport operator must coordinate construction activity in this portion of the RSA with the ATCT and the FAA Regional Airports Division Office or appropriate Airports District Office and issue a local NOTAM.

c. Excavations.

(1) Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

(2) Open trenches or excavations are not permitted within 200 feet (60m) of the runway centerline and at least the existing RSA distance from the runway threshold while the runway is open. If the runway must be opened before excavations are backfilled, cover the excavations appropriately. Coverings for open trenches or excavations must be of sufficient strength to support the weight of the heaviest aircraft operating on the runway.

3-3. TAXIWAY SAFETY AREAS/OBJECT-FREE AREAS.

a. Unrestricted construction activity is permissible adjacent to taxiways when the taxiway is restricted to aircraft such that the available taxiway safety area is equal

¹If a full safety area cannot be obtained through declared distances and partial closures, or other methods such as alternate runway use, construction activity may operate in the RSA as long as conditions cited in paragraph 3-1b(2) thru (4) are met. In addition, various surfaces outlined in AC 150/5300-13 and Terminal Instrument Procedures (TERPS) must be protected through an aeronautical study.

to at least $\frac{1}{2}$ of the widest wingspan of the aircraft expected to use the taxiway and the available taxiway object-free area is equal to at least .7 times the widest wingspan plus 10 feet. (See AC 150/5300-13 for guidance on taxiway safety and object-free areas.)

Construction activity may be accomplished closer to a taxiway, subject to the following restrictions:

- (1) The activity is first coordinated with the airport operator.
- (2) Appropriate NOTAMs are issued.
- (3) Marking and lighting meeting the provisions of paragraph 3-9 are implemented.
- (4) Adequate clearance is maintained between equipment and materials and any part of an aircraft. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its

main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for each passing aircraft. In these situations, flag persons will be used to direct construction equipment, and wing walkers may be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers.

b. Construction contractors must prominently mark open trenches and excavations at the construction site, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness

c. Excavations and open trenches may be permitted up to the edge of a structural taxiway and apron pavement provided the dropoff is marked and lighted per paragraph 3-9, "Hazard Marking and Lighting."

Section 2. Temporary Runway Thresholds

3-4. OVERVIEW.

Construction activity in a runway approach area may result in the need to partially close a runway or displace the existing runway threshold. In either case, locate the threshold in accordance with Appendix 2 of AC 150/5300-13, *Airport Design*. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate these objects with the FAA's Regional Airports Office or appropriate Airports District Office, as necessary. Refer to the current edition of AC 150/5300-13 for guidance on threshold siting requirements. The partial runway closure, the displacement of the runway threshold, as well as closures of the complete runway and other portions of the movement area also requires coordination with appropriate ATCT personnel and airport users.

Caution regarding partial runway closures: When filing a NOTAM for a partial runway closure, clearly state to FSS personnel that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold).

Example NOTAM: "North 1,000 feet of Runway 18/36 is closed; 7,000 feet remain available on Runway 18 and Runway 36 for arrivals and departures." There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition.

Caution regarding displaced thresholds: Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA),

such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, etc. within the RSA of any usable runway end, we do not recommend a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

3-5. MARKING GUIDELINES FOR TEMPORARY THRESHOLD.

Ensure that markings for temporary displaced thresholds are clearly visible to pilots approaching the airport to land. When construction personnel and equipment are located close to any threshold, a temporary visual NAVAID, such as runway end identifier lights (REIL), may be required (even on unlighted runways) to define the new beginning of the runway clearly. A visual vertical guidance device, such as a visual approach slope indicator (VASI), pulse light approach slope indicator (PLASI), or precision approach path indicator (PAPI), may be necessary to assure landing clearance over personnel, vehicles, equipment, and/or above-grade stockpiled materials. If such devices are installed, ensure an appropriate descriptive NOTAM is issued to inform pilots of these conditions. The current edition of AC 150/5340-1, *Standards for Airport Markings*, describes standard marking colors and layouts. In addition, we recommend that a temporary runway threshold be marked using the following guidelines:

- a. Airport markings must be clearly visible to pilots; not misleading, confusing, or deceptive; secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents; and constructed of

materials that would minimize damage to an aircraft in the event of inadvertent contact.

(1) Pavement markings for temporary closed portions of the runway should consist of yellow chevrons to identify pavement areas that are unsuitable for takeoff/landing (see AC 150/5340-1). If unable to paint the markings on the pavement, construct them from any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents.

(2) It may be necessary to remove or cover runway markings, such as runway designation markings and aiming point markings, depending on the length of construction and type of activity at the airport.

(3) When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, use a white threshold bar of the dimensions specified in AC 150/5340-1.

(4) If temporary outboard elevated or flush threshold bars are used, locate them outside of the runway pavement surface, one on each side of the runway. They should be at least 10 feet (3m) in width and extend outboard from each side of the runway so they are clearly visible to landing and departing aircraft. These threshold bars are white. If the white threshold bars are not discernable on grass or snow, apply a black background with appropriate material over the ground to ensure the markings are clearly visible.

(5) A temporary threshold may also be marked with the use of retroreflective, elevated markers. One side of such markers is green to denote the approach end of the runway; the side that is seen by pilots on rollout is red. See AC 150/5345-39, *FAA Specification L-853, Runway and Taxiway Retroreflective Markers*.

(6) At 14 CFR part 139 certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR part 139.309). However, at noncertificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39.

b. The application rate of the paint to mark a short-term temporary runway threshold may deviate from the standard (see Item P-620, "Runway and Taxiway Painting," in AC 150/5370-10, *Standards for Specifying Construction of Airports*), but the dimensions must meet the existing standards, unless coordinated with the appropriate offices.

c. When a runway is partially closed, the distance remaining signs for aircraft landing in the opposite direction should be covered or removed during the construction.

3-6. LIGHTING GUIDELINES FOR TEMPORARY THRESHOLD.

A temporary runway threshold must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions. We recommend that temporary threshold lights and related visual NAVAIDs be installed outboard of the edges of the full-strength pavement with bases at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above ground. When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage (see AC 150/5370-10). We recommend that the following be observed when using temporary runway threshold lighting:

a. Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-24, *Runway and Taxiway Edge Lighting System*. Battery-powered, solar, or portable lights that meet the criteria in AC 150/5345-50, *Specification for Portable Runway Lights*, may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operation but may be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

b. When the runway has been partially closed, disconnect edge and threshold lights with associated isolation transformers on that part of the runway at and behind the threshold (i.e., the portion of the runway that is closed). Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value.

c. Secure, identify, and place any temporary exposed wiring in conduit to prevent electrocution and fire ignition sources.

d. Reconfigure yellow lenses (caution zone), as necessary. If the runway has centerline lights, reconfigure the red lenses, as necessary, or place the centerline lights out of service.

e. Relocate the visual glide slope indicator (VGSI), such as VASI and PAPI; other airport lights, such as REIL; and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI,

coordinate its installation or disabling with the local Airway Facilities Systems Management Office.

f. Issue a NOTAM to inform pilots of temporary lighting conditions.

Section 3. Other Construction Marking and Lighting Activities

3-7. OVERVIEW.

Ensure that construction areas, including closed runways, are clearly and visibly separated from movement areas and that hazards, facilities, cables, and power lines are identified prominently for construction contractors. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking and lighting aids remain in place and operational. Routine inspections must be made of temporary construction lighting, especially battery-powered lighting since weather conditions can limit battery life.

3-8. CLOSED RUNWAY AND TAXIWAY MARKING AND LIGHTING.

Closed runway markings consist of a yellow "X" in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*. A very effective and preferable visual aid to depict temporary closure is the lighted "X" signal placed on or near the runway designation numbers. This device is much more discernible to approaching aircraft than the other materials described. If the lighted "X" is not available, construct the marking of any of the following materials: double-layered painted snow fence, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and secured to prevent movement by prop wash, jet blast, or other wind currents. In addition, the airport operator may install barricades, traffic cones, activate stop bars, or other acceptable visual devices at major entrances to the runways to prevent aircraft from entering a closed portion of runway. The placement of even a single reflective barricade with a "do not enter" sign on a taxiway centerline can prevent an aircraft from continuing onto a closed runway. If the taxiway must remain open for aircraft crossings, barricades or markings, as described above or in paragraph 3-9, should be placed on the runway.

a. Permanently closed runways.

For runways and taxiways that have been permanently closed, disconnect the lighting circuits. For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place "X's" at each end and at 1,000-foot (300-m) intervals. For taxiways, place an "X" at the entrance of the closed taxiway.

b. Temporarily closed runway and taxiways.

For runways that have been temporarily closed, place an "X" at the each end of the runway. With taxiways, place an "X" at the entrance of the closed taxiway.

c. Temporarily closed airport.

When the airport is closed temporarily, mark the runways as closed and turn off the airport beacon.

d. Permanently closed airports

When the airport is closed permanently, mark the runways as permanently closed, disconnect the airport beacon, and place an "X" in the segmented circle or at a central location if no segmented circle exists.

3-9. HAZARD MARKING AND LIGHTING.

Provide prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Using appropriate hazard marking and lighting may prevent damage, injury, traffic delays, and/or facility closures. Hazard marking and lighting must restrict access and make specific hazards obvious to pilots, vehicle drivers, and other personnel. Barricades, traffic cones (weighted or sturdily attached to the surface), or flashers are acceptable methods used to identify and define the limits of construction and hazardous areas on airports.

Provide temporary hazard marking and lighting to prevent aircraft from taxiing onto a closed runway for takeoff and to identify open manholes, small areas under repair, stockpiled material, and waste areas. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport.

a. Nonmovement areas.

Indicate construction locations on nonmovement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Barricades may be supplemented with alternating

orange and white flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement the barricades with red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004). The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity delineate the hazardous area.

b. Movement areas.

Use orange traffic cones, red lights, either flashing or steady-burning, which should meet the luminance requirements of the State Highway Department (yellow lights are not acceptable after October 1, 2004); collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inches (7.6cm) above the ground. Do not use nonfrangible hazard markings, such as concrete barriers and/or metal-drum-type barricades, in aircraft movement areas. Do not use railroad ties on runways.

Use highly reflective barriers with flashing or steady-burning red lights to barricade taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, we strongly recommend that, even for closures of relatively short duration, major taxiway/runway intersections be identified with barricades spaced no greater than 20 feet (6m) apart. Mark the barricades with a flashing or steady-burning red light. At a minimum, use a single barricade placed on the taxiway centerline.

3-10. CONSTRUCTION NEAR NAVIGATIONAL AIDS (NAVAIDS).

Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS require special consideration since they may interfere with signals essential to air navigation. Evaluate the effect of construction activity and the required distance and direction from the NAVAID for each construction project. Pay particular attention to stockpiling material, as well as

to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction may require NAVAID shutdown or adjustment of instrument approach minimums for IFR. This condition requires that a NOTAM be filed. Construction activities and materials/equipment storage near a NAVAID may also obstruct access to the equipment and instruments for maintenance. Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, consult with the nearest FAA Airway Facilities Office.

3-11. CONSTRUCTION SITE ACCESS AND HAUL ROADS.

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Construction contractors must submit specific proposed routes associated with construction activities to the airport operator for evaluation and approval as part of the safety plan before beginning construction activities. These proposed routes must also provide specifications to prevent inadvertent entry to movement areas. Pay special attention to ensure that ARFF right of way on access and haul roads is not impeded at any time and that construction traffic on haul roads does not interfere with NAVAIDs or approach surfaces of operational runways.

3-12. CONSTRUCTION MATERIAL STOCKPILING.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ of an operational runway. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stored at an approved location to prevent foreign object damage and attraction of wildlife.

3-13. OTHER LIMITATIONS ON CONSTRUCTION.

Contractors may not use open-flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use. Under no circumstances should flare pots be used within the AOA at any time. The use of electrical blasting caps must not be permitted on or within 1,000 feet (300m) of the airport property (see AC 150/5370-10, *Standards for Specifying Construction of Airports*).

3-14. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must

not leave or place FOD on or near active aircraft movement areas. Materials tracked onto these areas must be continuously removed during the construction project. We also recommend that airport operators and construction contractors carefully control and continuously remove waste or loose materials that might attract wildlife.

Section 4. Safety Hazards and Impacts

3-15. OVERVIEW.

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. Airport operators and contractors should consider the following when performing inspections of construction activity:

- a. Excavation adjacent to runways, taxiways, and aprons.
- b. Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxilane; in the related object-free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.
- c. Runway resurfacing projects resulting in lips exceeding 3 inches (7.6cm) from pavement edges and ends.
- d. Heavy equipment (stationary or mobile) operating or idle near AOAs, in runway approaches and departures areas, or in OFZs.
- e. Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigational and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.
- f. Tall and especially relatively low-visibility units (i.e., equipment with slim profiles)—cranes, drills, and similar objects—located in critical areas, such as OFZs and approach zones.
- g. Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxilane or in a related safety, approach, or departure area.
- h. Obstacles, loose pavement, trash, and other debris on or near AOAs. Construction debris (gravel,

sand, mud, paving materials, etc.) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.

- i. Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOAs create aviation hazards.
- j. Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOAs create aviation hazards.
- k. Wildlife attractants—such as trash (food scraps not collected from construction personnel activity), grass seeds, or ponded water—on or near airports.
- l. Obliterated or faded markings on active operational areas.
- m. Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.
- n. Failure to issue, update, or cancel NOTAMS about airport or runway closures or other construction-related airport conditions.
- o. Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway/taxiway lighting; loss of navigational, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.
- p. Restrictions on ARFF access from fire stations to the runway-taxiway system or airport buildings.
- q. Lack of radio communications with construction vehicles in airport movement areas.
- r. Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport

that could be distracting, confusing, or alarming to pilots during aircraft operations.

s. Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.

t. Spillage from vehicles (gasoline, diesel fuel, oil, etc.) on active pavement areas, such as runways, taxiways, ramps, and airport roadways.

u. Failure to maintain drainage system integrity during construction (e.g., no temporary drainage provided when working on a drainage system).

v. Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.

w. Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.

x. Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.

y. Site burning, which can cause possible obscuration.

z. Construction work taking place outside of designated work areas and out of phase.

APPENDIX 1. RELATED READING MATERIAL

1. Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/arp/>. In addition, these ACs are available by contacting the U.S. Department of Transportation, Subsequent Distribution Office, SVC-121.23, Ardmore East Business Center, 3341 Q 75th Avenue, Landover, MD 20785.
 - a. AC 150/5200-28, *Notices to Airmen (NOTAM) for Airport Operators*. Provides guidance for the use of the NOTAM System in airport reporting.
 - b. AC 150/5200-30, *Airport Winter Safety and Operations*. Provides guidance to airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
 - c. AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*. Provides guidance on locating certain land uses having the potential to attract hazardous wildlife to public-use airports.
 - d. AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*. Provides guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
 - e. AC 150/5220-4, *Water Supply Systems for Aircraft Fire and Rescue Protection*. Provides guidance for the selection of a water source and standards for the design of a distribution system to support aircraft rescue and fire fighting service operations on airports.
 - f. AC 150/5340-1, *Standards for Airport Markings*. Contains FAA standards for markings used on airport runways, taxiways, and aprons.
 - g. AC 150/5340-14B, *Economy Approach Lighting Aids*. Describes standards for the design, selection, siting, and maintenance of economy approach lighting aids.
 - h. AC 150/5340-18, *Standards for Airport Sign Systems*. Contains FAA standards for the siting and installation of signs on airport runways and taxiways.
 - i. AC 150/5345-28, *Precision Approach Path Indicator (PAPI) Systems*. Contains the FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
 - j. AC 150/5380-5, *Debris Hazards at Civil Airports*. Discusses problems at airports, gives information on foreign objects, and explains how to eliminate such objects from operational areas.
 - k. AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*. Provides information to persons proposing to erect or alter an object that may affect navigable airspace and explains the need to notify the FAA before construction begins and the FAA's response to those notices, as required by 14 CFR part 77.
2. Obtain copies of the following publications from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. Send a check or money order made payable to the Superintendent of Documents in the amount stated with your request. The Government Printing Office does not accept C.O.D. orders. In addition, the FAA makes these ACs available at no charge on the Web site at <http://www.faa.gov/arp/>.
 - a. AC 150/5300-13, *Airport Design*. Contains FAA standards and recommendations for airport design, establishes approach visibility minimums as an airport design parameter, and contains the object-free area and the obstacle free-zone criteria. (\$26. Supt. Docs.) SN050-007-01208-0.
 - b. AC 150/5370-10, *Standards for Specifying Construction of Airports*. Provides standards for construction of airports. Items covered include earthwork, drainage, paving, turfing, lighting, and incidental construction. (\$18. Supt. Docs.) SN050-007-0821-0.

APPENDIX 2. DEFINITIONS OF TERMS USED IN THE AC

- 1. AIR OPERATIONS AREA (AOA).** Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operations area includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or aprons.
- 2. CONSTRUCTION.** The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
- 3. CERTIFICATED AIRPORT.** An airport that has been issued an Airport Operating Certificate by the FAA under the authority of 14 CFR part 139, Certification and Operation: Land Airports Serving Certain Air Carriers, or its subsequent revisions.
- 4. FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION.** The form submitted to the FAA Regional Air Traffic or Airports Division Office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR part 77, Objects Affecting Navigable Airspace (see AC 70/7460-2, *Proposed Construction or Alteration of Objects that May Affect the Navigable Airspace*, found at <http://www.faa.gov/arp/>).
- 5. FAA FORM 7480-1, NOTICE OF LANDING AREA PROPOSAL.** Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport (found at <http://www.faa.gov/arp/>).
- 6. MOVEMENT AREA.** The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).
- 7. OBSTRUCTION.** Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.
- 8. OBJECT-FREE AREA (OFA).** An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, *Airport Design*, for additional guidance on OFA standards and wingtip clearance criteria).
- 9. OBSTACLE-FREE ZONE (OFZ).** The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).
- 10. RUNWAY SAFETY AREA (RSA).** A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
- 11. TAXIWAY SAFETY AREA.** A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13.
- 12. THRESHOLD.** The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
- 13. DISPLACED THRESHOLD.** The portion of pavement behind a displaced threshold that may be available for takeoffs in either direction or landing from the opposite direction.
- 14. VISUAL GLIDE SLOPE INDICATOR (VGS).** This device provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicators (PAPIs), visual approach slope indicators (VASIs), and pulse light approach slope indicators (PLASIs).

APPENDIX 3. AIRPORT CONSTRUCTION SAFETY PLANNING GUIDE

Aviation Safety Requirements During Construction

PURPOSE. *This appendix provides airport operators with boilerplate format and language for developing a safety plan for an airport construction project. Adapt this appendix, as applicable, to specific conditions found on the airport for which the plan is being developed. Consider including a copy of this safety plan in the construction drawings for easy access by contractor personnel. Plans should contain the following:*

1. GENERAL SAFETY REQUIREMENTS.

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The contractor and airport operator must perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport runways and taxiways should remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the contractor's work should be controlled to minimize disturbance to the contractor's operation.
- Contractor, subcontractor, and supplier employees or any unauthorized persons must be restricted from entering an airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway, or apron that is performed under normal operational conditions must be performed when the runway, taxiway, or apron is closed or use-restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

2. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE.

Before beginning any construction activity, the contractor must, through the airport operator, give notice [using the

Notice to Airmen (NOTAM) System] of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must—

- a. Be aware of and understand the safety problems and hazards described in AC 150/5370-2, *Operational Safety on Airports During Construction*.
- b. Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.
- c. Inspect all construction and storage areas as often as necessary to be aware of conditions.
- d. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

3. APPROACH CLEARANCE TO RUNWAYS.

Runway thresholds must provide an unobstructed approach surface over equipment and materials. (Refer to Appendix 2 in AC 150/5300-13, *Airport Design*, for guidance in this area.)

4. RUNWAY AND TAXIWAY SAFETY AREA (RSA AND TSA).

Limit construction to outside of the approved RSA, as shown on the approved airport layout plan—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA that is equal to the RSA available during construction (see AC 150/5370-2 for exceptions). Construction activity within the TSA is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; evacuations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity (see AC 150/5300-13 for wingtip clearance requirements). The NOTAM should state that, "personnel and equipment are working adjacent to Taxiway ____."

a. Procedures for protecting runway edges.

- Limit construction to no closer than 200 feet (60m) from the runway centerline—unless the runway is closed or restricted to aircraft operations, requiring a lesser standard RSA.

- that is equal to the RSA available during construction.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, Paragraph 306, "Obstacle Free Zone (OFZ)," from penetrating the OFZ.
- Coordinate construction activity with the Airport Traffic Control Tower (ATCT) and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.

Complete the following chart to determine the area that must be protected along the runway edges:

Runway	Aircraft Approach Category*	Airplane Design Group*	RSA Width in Feet Divided by 2*
	A, B, C, or D	I, II, III, or IV	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

b. Procedures for protecting runway ends.

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity—unless the runway is closed or restricted to aircraft operations, requiring an RSA that is equal to the RSA length available during construction in accordance with AC 150/5300-13. This may involve the use of declared distances and partial runway closures (see AC 150/5370-2 for exceptions).
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface, as defined in Appendix 2, "Threshold Siting Requirements," of AC 150/5300-13.
- Prevent personnel, material, and/or equipment, as defined in AC 150/5300-13, from penetrating the obstacle-free zone.
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the ATCT and FAA Regional Airports Division Office or Airports District Office, and through the airport operator, issue an appropriate NOTAM.
- Provide a drawing showing the profile of the appropriate surfaces of each runway end where construction will take place. Where operations by turbojet aircraft are anticipated, review takeoff procedures and jet blast characteristics of aircraft and incorporate safety measures for construction workers in the contract documents.

Complete the following chart to determine the area that must be protected before the runway threshold:

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Unobstructed Approach Slope
_____	_____	_____	_____ FEET	_____: 1 to (threshold)
_____	_____	_____	_____ FEET	_____: 1 to (threshold)
_____	_____	_____	_____ FEET	_____: 1 to (threshold)
_____	_____	_____	_____ FEET	_____: 1 to (threshold)

*See AC 150/5300-13, *Airport Design*, to complete the chart for a specific runway.

5. MARKING AND LIGHTING FOR TEMPORARY THRESHOLDS.

Marking and lighting for a temporary threshold is ___/is not ___ required. The airport owner or contractor, as specified in the contract, will furnish and maintain markings for temporary thresholds. Precision approach path indicators (PAPIs) or runway end identification lights (REIL) are ___/are not ___ required. The airport owner or contractor, as specified in the contract, will furnish and install all temporary lighting. Include appropriate items per AC 150/5370-2, Chapter 3, "Safety Standards and Guidelines." *If marking and lighting for the temporary threshold is not required, delete this section of the safety plan. If visual aids and/or markings are necessary, provide details. (Include applicable 14 CFR part 77 surfaces in the contract documents.)*

6. CLOSED RUNWAY MARKINGS AND LIGHTING.

The following must be specified for closed runways. Closed runway marking are ___/are not ___ required. Closed runway markings will be as shown on the plans ___/as furnished by the airport owner ___/other ___ (specify). Barricades, flagging, and flashers are ___/are not ___ required at Taxiway ___ and Runway ___ and will be supplied by the airport ___/other ___ (specify).

7. HAZARDOUS AREA MARKING AND LIGHTING.

Hazardous areas on the movement area will be marked with barricades, traffic cones, flags, or flashers (specify). These markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing or steady-burning lights (specify). The hazardous area marking and lighting will be supplied by

the airport operator/contractor, as specified in the contract, and will be depicted on the plans.

8. TEMPORARY LIGHTING AND MARKING.

Airport markings, lighting, and/or signs will be altered in the following manner (specify) during the period from ___ to ___. The alterations are depicted on the plans.

9. VEHICLE OPERATION MARKING AND CONTROL.

Include the following provisions in the construction contract, and address them in the safety plans:

a. When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it will be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light, the color of which is in accordance with local or state codes.

b. It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be at minimum 8-inch (20-cm) block-type characters of a contrasting color and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, vehicles must display identification media, as specified in the approved security plan. *(This section should be revised to conform to the airport operator's requirements.)*

c. Employee parking shall be _____ (specify location), as designated by the airport manager _____ / project engineer _____ / other _____ (specify).

d. Access to the job site shall be via _____ (specify route), as shown on the plans _____ / designated by the engineer _____ / designated by the superintendent _____ / designated by the airport manager _____ / other _____ (specify).

e. At 14 CFR part 139 certificated and towered airports, all vehicle operators having access to the movement area must be familiar with airport procedures for the operation of ground vehicles and the consequences of noncompliance.

f. If the airport is certificated and/or has a security plan, the airport operator should check for guidance on the additional identification and control of construction equipment.

10. NAVIGATIONAL AIDS.

The contractor must not conduct any construction activity within navigational aid restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

11. LIMITATIONS ON CONSTRUCTION.

Additional limitations on construction include—

a. Prohibiting open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the airport operator *(as tailored to conform to local requirements and restrictions)*.

b. Prominently marking open trenches, excavations, and stockpiled materials at the construction and lighting these obstacles during hours of restricted visibility and darkness.

c. Marking and lighting closed, deceptive, and hazardous areas on airports, as appropriate.

d. Constraining stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

12. RADIO COMMUNICATIONS.

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the control tower or be escorted by a person in radio contact with the tower. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and the area is properly marked to prevent incursions. Two-way radio communications are _____ / are not _____ required between contractors and the Airport Traffic Control Tower _____ / FAA Flight Service Station _____ / Airport Aeronautical Advisory Stations (UNICOM/CTAF) _____. Radio contact is _____ / is not _____ required between the hours of _____ and _____. Continuous monitoring is required _____ / or is required only when equipment movement is necessary in certain areas _____. *(This section may be tailored to suit the specific vehicle and safety requirements of the airport sponsor.)*

13. DEBRIS.

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

APPENDIX 4. SAMPLE NOTAM

_____ AIRPORT

FAA NOTAM # _____ DATE: _____
AIRPORT I.D. # _____ TIME: _____

NOTAM TEXT:

NOTIFICATON:

TOWER _____
PHONE # INITIALS TIME CALLED IN BY

FSS _____
PHONE # INITIALS TIME CALLED IN BY

AIRLINES

CANCELLED:

NOTIFICATON:

TOWER _____
PHONE # INITIALS TIME CALLED IN BY

FSS _____
PHONE # INITIALS TIME CALLED IN BY

AIRLINES

SPECIAL PROVISIONS

SECTION 10 – AMENDMENTS TO GENERAL PROVISIONS.

The following amendments to the designated Sections of the General Provisions apply to this project:

SECTION 10 – DEFINITION OF TERMS

- 10-50 **AVIGATION EASEMENT.** A legal document filed with the Registrar of Deeds which establishes the right of the Airport Sponsor (or their designated agents) to access property and perform maintenance activity necessary to maintain airspace free and clear of tree obstructions.
- 10-51 **CERTIFIED ARBORIST (ARBORIST).** The individual duly authorized by the Owner to be responsible for tree inspection and decisions regarding trimming, topping, removal of trees or other arboriculture work activity.
- 10-52 **CONSTRUCTION.** The activities performed by the CONTRACTOR in the field necessary to trim, top or remove tree obstructions and associated work.
- 10-53 **GROWTH RETARDANT.** An approved chemical treatment applied to trees that are trimmed or topped in order to slow their re-growth in future years.
- 10-54 **LAND MANAGEMENT ORDINANCE (LMO).** The current edition of the Town of Hilton Head Island's *Land Management Ordinance* and the *Airport Approach Path Amendments*. Particularly provisions which pertain to tree removal, trimming, topping or protection and the Hilton Head Island Airport Overlay District.
- 10-55 **PROPERTY OWNER (OR REPRESENTATIVE).** The legal owner (or their local representative) with whom access and execution of work is coordinated.
- 10-56 **REMOVAL (STUMP).** The complete removal of the tree stump below ground level by means of grinding or mechanical removal and restoration of the surrounding grade.
- 10-57 **REMOVAL (TREE).** The complete removal of the tree at ground level.

- 10-58 **SPECIMEN TREE.** A tree that is an outstanding representative of its species in size. Specimen-sized trees common to Hilton Head Island are listed in Section 16-6-408 of the Town of Hilton Head Island *Land Management Ordinance*.
- 10-59 **TOPPING.** The removal of an upper portion of the tree trunk necessary to reduce the tree height to the desired elevation below the imaginary surface of the designated airspace. Refer to Item S-102 of the Project Technical Specifications.
- 10-60 **TRIMMING.** The removal of branches and growth necessary to reduce the tree height to the desired elevation below the imaginary surface of the designated airspace. Refer to Item S-102 of the Project Technical Specifications.

SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS (As Written)

SECTION 30 – AWARD AND EXECUTION OF CONTRACT (As Written)

SECTION 40 – SCOPE OF WORK

40-09 **FINAL CLEAN UP.** Add the following, “The Contractor shall restore the affected site to the satisfaction of the property owner. Damaged understory growth shall be trimmed or removed, ruts shall be filled, grass re-planted and the ground restored and landscaping shall be replaced consistent with the pre-project condition. At a minimum, all areas disturbed and restored shall be covered with an application of pine straw mulch. If an area is landscaped, the landscaping shall be restored. If an area is grassed, the grass shall be restored.”

SECTION 50 – CONTROL OF WORK

50-06 **CONSTRUCTION LAYOUT AND STAKES.** Add the following, “Trees have been marked with a semi-permanent marking containing the tree identification number corresponding with the project plans. However, it is the responsibility of the CONTRACTOR to verify the tree based on location, size and specie data contained in the project plans. The CONTRACTOR shall engage the services of a Professional Land Surveyor (PLS) registered to practice in the State of South Carolina in order to locate trees for removal or trimming, to mark the cut-off line for trees to be trimmed, and to delineate the various work areas. The original survey for the design of this project was performed by:

Wilbur Smith Associates
1301 Gervais Street
Columbia, South Carolina 29229

SECTION 60 – CONTROL OF MATERIALS (As Written)

SECTION 70 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC (As Written)

SECTION 80 – PROSECUTION AND PROGRESS

This contract is based on calendar days.

SECTION 90 – MEASUREMENT AND PAYMENT (As Written)

SECTION 100 – CONTRACTOR QUALITY CONTROL PROGRAM (As Written)

SECTION 110 – METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL) (Not Applicable)

SECTION 120 – NUCLEAR GAGES (Not Applicable)

SECTION 130 – CONSTRUCTION CONTRACT CLAUSES FOR AIRPORT IMPROVEMENT PROGRAM (As Written)

Additionally, these Special Provisions form a part of the Contract Documents as indicated hereafter.

SECTION 20 - GENERAL.

The CONTRACTOR will properly remove and legally dispose of all project debris off site at CONTRACTOR'S expense. The CONTRACTOR may chip woody organic debris for his re-use.

The CONTRACTOR will fully comply with established Hilton Head Island Airport (HXD) security requirements at all times including: personnel security training, identification badge requirements, maintaining integrity of airfield perimeter security and prohibiting airfield access by unauthorized persons.

A Preconstruction Conference will be scheduled by OWNER after award of the Contract. The successful bidders will be required to have key personnel from their staff and major SUBCONTRACTOR personnel at this meeting.

Trees shall be trimmed, topped or removed according to the applicable provisions of the Town of Hilton Head's *Land Management Ordinance and Approach Path Amendments*, and Item S-102 of the Project Technical Specifications.

SECTION 30 – SCOPE OF WORK.

The project will consist of removal and/or trimming of trees on airport property that have been identified as obstructions to the airspace due to their penetration of the (trapezoidal) 34:1 approach slope to Runway 21 at the Hilton Head Island Airport, South Carolina (HXD). Disturbed areas shall be restored to their pre-removal condition. No burning of debris shall be permitted. Debris shall be hauled off site and disposed of or processed for compost in accordance with applicable solid waste management laws.

SECTION 40 - SEQUENCE OF CONSTRUCTION.

The following sequence of construction activities is presented as a guide for the CONTRACTOR in the preparing of work schedules. The CONTRACTOR will be required to coordinate his work so that all work on or about the aircraft operational areas does not interfere with airport traffic or represent safety hazards. It shall be the responsibility of the CONTRACTOR to coordinate schedules to ensure that the project will be completed within the contract time allowed. The following items should be included in the CONTRACTOR sequence of construction:

- Submit CONTRACTOR's Safety Plan, Quality Control Plan and Submittal Schedule.
- Implement Safety Plan features.
- Perform construction (tree removal and trimming).
- Cleanup and restore disturbed areas.
- Final survey of approach slope (by ENGINEER)
- Site visit by Town of Hilton Head Island staff.

The CONTRACTOR may submit a different sequence to the ENGINEER prior to start of work. Allow three (03) work days for review.

SECTION 50 - SCHEDULING OF WORK.

Work may be performed during the hours of 7:00 a.m. until 7:00 p.m., Monday through Sunday only.

SECTION 60 - PROJECT SCHEDULE.

The CONTRACTOR shall provide a work schedule after the award of the contract, prior to the commencement of work, no later than ten (10) days following the notice to proceed.

SECTION 70 - LIQUIDATED DAMAGES.

Liquidated Damages of \$300.00 per day will apply after the allotted contract time has elapsed.

SECTION 80 - OWNER CONTACT.

The OWNER's Point of Contact for procurement shall be:

Mr. Richard Himeline, Contract Specialist
Beaufort County Purchasing Department
102 Burton Hill Road, Beaufort Industrial Village, Building #2
Beaufort, South Carolina 29906

The OWNER's Point of Contact thereafter shall be:

Mr. Paul Andres, Airports Director
120 Beach City Road
Hilton Head Island, South Carolina 29925

SECTION 90 - PROJECT AREA ACCESS.

When working on airport property, the CONTRACTOR will be required to use the access and haul routes as shown on the plans unless otherwise directed or approved by the ENGINEER. The CONTRACTOR shall take all necessary measures as may be required to insure that no unauthorized personnel gain entry onto the airport property.

It shall be the responsibility of the CONTRACTOR to provide barricades, flagmen, temporary fencing and security as required, and to take all necessary precautions to allow only authorized vehicles and personnel into the construction area.

Upon completion of the work as set forth in these plans and specifications, the

CONTRACTOR will be required to restore at his own expense any areas damaged during construction, including the access road, to its original condition, or as directed by the ENGINEER.

SECTION 100 - MOBILIZATION AND MAINTENANCE OF TRAFFIC.

The CONTRACTOR will be required to park his equipment and stockpile materials in the areas indicated on the Safety Plan or as approved by the ENGINEER. No equipment will be allowed to remain in the approach zones or runway safety areas at the end of each day's work. The CONTRACTOR will be required to remove any temporary fencing at the completion of the project. All areas disturbed shall be returned to their original condition at the expense of the CONTRACTOR.

SECTION 110 - SUBMITTALS.

The CONTRACTOR shall submit to the ENGINEER and have approved the following materials certificates, equipment specifications, *etc.*, before any related work item is performed. The CONTRACTOR is urged to make these submittals as soon as possible after award of the contract is made, but no later than ten (10) days following the NTP.

Item	Reference
Tree Growth Regulator	Item S-102-2.4
Project Schedule	Special Provision Section 60
Quality Control Plan	General Provision Section 100
Safety Plan	Special Provision Section 140

SECTION 120 - OPERATIONAL SAFETY DURING CONSTRUCTION.

Operational safety may be affected by hazards or marginal safety conditions that develop after the airport has been opened or approved for operation. Safety requirements which shall be adhered to during construction are presented below:

Special Safety Requirements During On-Airport Construction

The CONTRACTOR must contact Airport Operations Personnel on the preceding day in advance of construction on airport property.

SECTION 130 - GENERAL GUARANTEE.

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the OWNER shall constitute an acceptance of work not done in accordance with the contract documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from date of final acceptance of the work. The OWNER will give notice of observed defects with reasonable promptness.

SECTION 140 - CONSTRUCTION SAFETY PLAN.

After work operations cease for each work shift, all construction equipment and materials shall be stored in fenced Staging Area, and not left on or within runway and taxiway safety areas as indicated on the plans.

Stockpiled material shall be constrained in a manner to prevent movement resulting from aircraft prop wash or wind conditions in excess of 10 knots.

No burning of debris is permitted.

The CONTRACTOR shall provide barricades across pavement to isolate construction activities from aircraft operating areas at locations as determined by the ENGINEER.

Prior to issue of the Notice to Proceed, the CONTRACTOR shall furnish a list of all personnel to be assigned to the project, and name of superintendent responsible for project security and the actions of all CONTRACTOR personnel while on the airport operations area (AOA).

Equipment and material storage/staging areas, parking area and other areas defined as required for the CONTRACTORS' exclusive use during construction shall be marked and approved by the Airports Director.

The use of explosives is prohibited on this project.

No payment shall be made for the safety and security requirements stated above. All costs necessary to provide these items or services shall be included in other bid items quoted in the bid proposal.

SECTION 150 - SURPLUS MATERIAL.

Any *surplus* materials generated during site preparations must be removed and disposed of "off-site" at the CONTRACTOR's expense.

Any soils, grassed areas, pavement or other surfaces on the site, or on the access routes to the site, that have been disturbed or damaged during construction shall be returned to their original or better condition prior to job completion.

SECTION 160 - UNITS OF MEASUREMENT.

All units of measurements used in these Contract Documents shall be in U.S. Standard units, (i.e.), inches, feet, yards, acres, pounds, U.S. tons, gallons, etc., and extrapolations thereof. References to metric measurements shall be ignored unless specifically identified as the sole unit of measurement.

SECTION 170 - CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACT EXCEEDING \$100,000.

The CONTRACTOR agrees:

- a. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. To comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations issued thereunder.
- c. That as a condition for award of a contract, they will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities.

To include in any subcontract which exceeds \$100,000 the requirements of a, b, and c above.

SECTION 180 - INSURANCE, PUBLIC LIABILITY.

See Invitation for Bids, Page IFB-34, Section 29. Insurance Requirements.

ITEM S-101 MOBILIZATION

DESCRIPTION

101-1.1 The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project including, but not limited to: those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, utilities, safety equipment including barriers and first aid supplies, sanitary and other facilities, as required by these specifications, Supplementary Conditions, the plans and State and Local laws and regulations. The cost of permit fees and establishment and maintenance of work zones should work occur in public rights of way; and any necessary measures to ensure the safety of the public and property owners are also included in this section. The cost for final site cleanup and demobilization shall also be included in this section. The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this section. All other incidental items not specifically covered under another section of the plans and specifications as a pay item shall also be included in this section including field office space.

METHOD OF MEASUREMENT

101-1.2 Mobilization will be paid for on a lump sum basis; hence, no separate measurement will be made.

BASIS OF PAYMENT

101-3.1 All work covered under this section shall be paid for at the contract lump sum price for mobilization.

Partial payments will be made in accordance with the following:

% of Original Contract Amount Earned	Allowable % of Lump Sum Price of Item*
5	20
25	50
75	75
90	90
100	100

*Maximum payable prior to project closeout is 90% unless waived by OWNER.

The final payment under this item will be made following demobilization, the completion of any necessary site restoration activities and delivery of all project closeout documentation.

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the contract.

No Additional payment will be made for demobilization and remobilization due to shutdowns, suspensions of the work or for other mobilization activities.

Payment will be made under:

Item S-101 Mobilization --per lump sum

END OF ITEM S-101

ITEM S-102 TREE REMOVAL AND TRIMMING

DESCRIPTION

102-1.1 This item shall consist of tree removal and tree pruning, including the grinding of stumps and disposal of materials, for all areas designated on the plans or as required by the ENGINEER.

Tree removal shall consist of the cutting and removal of trees designated on the plans to be removed and approved by the project ARBORIST. Tree removal also includes the grinding of stumps in landscaped areas, trimming and removal of underbrush damaged during tree removal activities; proper off-site disposal of debris or processing for recycling; and placement of pine straw over stumps. The grubbing of roots will not be required or allowed.

Tree trimming shall consist of crown reduction of individual trees. It also includes the removal of pruned branches, trimming and removal of underbrush damaged during tree pruning activities; and proper off-site disposal of debris or processing for recycling. Tree growth regulator is to be applied to all trees that are pruned.

CONSTRUCTION METHODS

102-2.1 GENERAL. The trees to be removed or pruned are denoted on the plans and marked with a white cord and numbered metal tag that corresponds to the tree number listed on the plans. The CONTRACTOR is to employ the services of a Professional Land Surveyor (PLS) to confirm the locations of trees identified as obstructions and to locate the trim line for trees to be trimmed prior to beginning removal or pruning activities. The surveyor shall also flag the wetlands, buffers, airport property line and the 34:1 approach line as indicated on the plans. The CONTRACTOR shall notify the Town of Hilton Head Island when flagging has been completed (at least 48 hours in advance of beginning tree removal or trimming operations). No work shall commence prior to Town approval of the flagged boundaries. The CONTRACTOR must also coordinate activities with the airport manager whenever working on airport property.

All trees, branches and other materials removed by tree removal or by tree trimming shall be disposed of or processed for recycling at an approved, permitted off-site location in accordance with all applicable laws, ordinances, and regulations.

CONTRACTOR shall comply with Best Management Practices (BMP's) in South Carolina Forestry Commission's BMP Handbook.

The project plans represent all surveyed trees 6" or greater in diameter at breast height (DBH). Trees less than 6" DBH are also present within the project area and shall be trimmed or removed to the same requirements as the larger trees. Payment for removal

and/or trimming of trees less than 6" DBH shall be made under the lump sum pay item for that work.

102-2.2 WETLANDS AND BUFFERS. Mechanized vehicles are not allowed within the wetlands or any buffer areas. Trees to be trimmed or removed shall be trimmed or removed manually.

Reasonable care shall be taken to protect the understory growth. Smaller vegetation which will remain below the 34:1 approach surface shall not be disturbed.

For trees to be removed, stumps shall be cut off as near the ground surface as possible without disturbing the ground or root mat. No grinding of stumps shall be allowed within wetlands or buffers.

A certified arborist (ARBORIST) employed jointly by the OWNER and the Town of Hilton Head Island will be on site during tree removal and trimming operations. The ARBORIST shall make the final determination of whether a tree is to be trimmed or removed based upon his/her opinion of its survivability. The CONTRACTOR shall fully cooperate with the ARBORIST and shall not trim or remove a tree within the wetland or buffer areas without his/her approval.

102-2.3 TREE REMOVAL. The CONTRACTOR shall confirm the location of trees identified on the plans. The CONTRACTOR shall preserve and protect from injury all trees not to be removed and minimize disturbance of underbrush. Damaged underbrush is to be trimmed and removed.

In natural areas, stumps shall be cut off as near the ground surface as possible without disturbing the ground or root mat. Any disturbed areas are to be covered with pine straw.

In landscaped areas, stumps shall be ground and disturbed areas covered with pine straw or material similar to that in the landscaped area.

Fell trees onto the airport property, toward areas to be cleared wherever possible to minimize damage to trees and other vegetation to remain.

102-2.4 TREE TRIMMING. Trees identified to be trimmed shall be pruned by crown reduction in accordance with the requirements of ANSI A300 Part 1 – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning) or other standard procedures approved by the ARBORIST. Cuts are to be made at laterals or parent branches below the specified maximum elevation shown on the plans. Additionally, pruning shall reduce branches to laterals to direct growth away from the vertical and cuts are to be made at branches that are at least 1/3rd the diameter at the union of the branch to be removed. Finally, if pruning removes 50% or more of the foliage on the branch, the entire branch is to be removed. The Contractor shall preserve and protect from injury all

trees not to be pruned or removed and minimize disturbance of underbrush. Damaged underbrush is to be trimmed and removed.

Tree growth regulator (TGR) is to be applied to all pruned trees. The TGR used must be Registered with the US Environmental Protection Agency and licensed for use in South Carolina. TGR is to be applied by licensed personnel in strict accordance with manufacturer's instructions. Application personnel shall have also received any required training from the manufacturer or its authorized representative.

102-2.5 RECORD KEEPING. The CONTRACTOR shall provide a record of the disposition of each tree affected by this project. Records shall include assigned tree identification number, location (northing and easting); species; diameter at breast height; action taken (trimmed or removed); and top of tree elevation after trimming. This applies to all trees, including those to be removed outside the designated buffer areas. The CONTRACTOR shall coordinate record keeping with the ARBORIST to assure that the records accurately reflect the DBH and species of each tree removed.

METHOD OF MEASUREMENT

102-3.1 The quantities of trees removed within buffers and wetlands shall be the actual number removed of the following types and sizes:

- Pine Trees (6" or Greater DBH)
- Harwood Trees (6" to 12" DBH)
- Hardwood Trees (13" to 24" DBH)
- Hardwood Trees (Greater than 25" DBH)

102-3.2 The quantity of trees trimmed within buffers and wetlands shall be the actual number of trees trimmed (6" and greater DBH) of the following types and height reductions:

- Harwood Trees (1' to 10' Reduction)
- Hardwood Trees (11' to 20' Reduction)

102-3.3 The quantity of trees to which tree growth regulator (TGR) is applied shall be counted.

BASIS OF PAYMENT

102-4.1 Payment shall be made at the contract lump sum price for all trees removed outside the buffers and wetlands which shall include trees of all types and sizes whether or not they are shown on the plans. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

102-4.2 Payment shall be made at the contract lump sum price for removal or trimming of trees less than 6" DBH within wetlands and buffer areas. This price shall be

- full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 102-4.3** Payment shall be made at the contract unit price for removing pine trees (and other conifers) (6" or greater DBH) within the wetlands and buffer areas. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 102-4.4** Payment shall be made at the contract unit price for removing hardwood trees of 6" to 12" diameter at breast height (DBH) within the wetlands and buffer areas. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 102-4.5** Payment shall be made at the contract unit price for removing hardwood trees of greater than 13" to 24" DBH within the wetlands and buffer areas. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 102-4.6** Payment shall be made at the contract unit price for removing hardwood trees greater than 24" DBH within wetlands and buffer areas. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.
- 102-4.7** Payment shall be made at the contract unit price for trimming of hardwood trees by one to ten feet within wetlands and buffer areas. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item to include the application of tree growth regulator (TGR).
- 102-4.8** Payment shall be made at the contract unit price for trimming of hardwood trees by eleven to twenty feet within wetlands and buffers. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item to include the application of tree growth regulator (TGR).

END OF ITEM S-102

ITEM S-103 SURVEYING

DESCRIPTION

103-1.1 This item shall consist of: (1) delineation by flagging of wetlands, buffers (including wetlands buffers), the airport property line, the 34:1 approach line (east side of work area) and the 660 foot radius arc shown on plans which defines the non-work area during occupancy of the existing Bald Eagle's nest site for nesting, mating or rearing as required by the Bald and Golden Eagle Protection Act; (2) confirming locations and identification numbers of trees to be removed or trimmed inside the wetlands and buffer areas; (3) marking cutoff line(s) on each tree to be trimmed as denoted on the plans or requested by the project ARBORIST, including those trees not identified on the plans such as but not limited to trees less than 6" diameter at breast height (DBH); and, (4) determining the top of tree elevation for every tree not removed, after all trimming is completed.

Vehicles are not allowed within buffer or wetland areas.

SURVEY METHODS

103-2.1 GENERAL. All surveying shall be done under the supervision of a Professional Land Surveyor registered in the state of South Carolina (SURVEYOR). Surveys shall be performed using the horizontal and vertical controls, dimensions, coordinates, tree data and callouts included in the plans.

Any significant discrepancy between the plan data and actual locations of objects on the ground shall be immediately brought to the attention of the ENGINEER for resolution.

103-2.2 DELINEATION BY STAKES AND FLAGGING. The SURVEYOR shall stake and flag the lines shown on the staking plan. Stakes with flags shall be located at all direction changes and no further than 50' apart such that at least two other flags (one forward and one backward) are visible from each flag placed along each delineation. Where stakes are not practical flagging may be tied to fences, limbs, vegetation, etc.

Stakes shall be a minimum 1 inch x 1 inch x 48 inches in length driven 12 inches into the ground with flagging attached to the stake within the top 12 inches.

Flagging shall be standard survey flagging in the following colors:

- red shall be used for property lines and the 34:1 approach line
- blue shall be used for wetlands delineation
- white shall be used for buffers
- yellow shall be used for the 660' arc around the Eagle's nest

SURVEYOR may request substitution of other colors for approval by ENGINEER.

103-2.3 TREE TRIMMING. Only trees within the buffers and wetlands will be subject to trimming; all other trees will be removed. For trees to be trimmed, SURVEYOR shall determine the location of the cut-off line by measuring from the ground upward to the cut-off elevation. SURVEYOR shall mark the cut-off location on the tree and record the date of survey, tree identification number, measured height above ground line (AGL) and elevation above MSL of the cut-off location in his field book. A copy of the field book(s) shall be delivered to the ENGINEER upon request. SURVEYOR shall also determine final location and top of tree elevation for trees remaining after all tree removal and trimming operations have been completed and record that information in the field book by tree identification number. Each tree without a pre-determined identification number (see plans) shall be assigned a unique identification number by the SURVEYOR and using the prefix "X", e.g., X100, X101, X102, etc.

BASIS OF PAYMENT

103-3.1 Payment shall be made at the contract lump sum price for surveying which shall include all labor, equipment, materials and incidentals required to perform the work according to the plans and specifications.

END OF ITEM S-103

CONSTRUCTION PLANS
FOR
RUNWAY 21
ONSITE TREE OBSTRUCTION REMOVAL PROJECT
AT
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD ISLAND, SOUTH CAROLINA
FAA A.I.P. NO. 3-45-0030-029-2010

WSA PROJECT NO. 104460/OBSREM



LOCATION MAP



PREPARED FOR
BEAUFORT COUNTY,
SOUTH CAROLINA



VICINITY MAP

DRAWING INDEX	
SHEET	TITLE
1	COVER SHEET
2	SAFETY PLAN
3	SURVEY CONTROL PLAN
4	STAKING PLAN AND GENERAL NOTES
5	TREE OBSTRUCTION REMOVAL PLAN
6 - 22	TREE DATA

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 1-888-721-7877
PALMETTO UTILITY LOCATION SERVICE

PLANS PREPARED BY



COLUMBIA, SC

Approximate Location of Project
LATITUDE 32°13' 58" N
LONGITUDE 80° 41' 32" W

NPDES Disturbed
AREA = 0.00 ACRES

These plans issued for: _____ Date _____

Design review _____ % _____

Permitting _____ 8/12/2010

Bidding _____

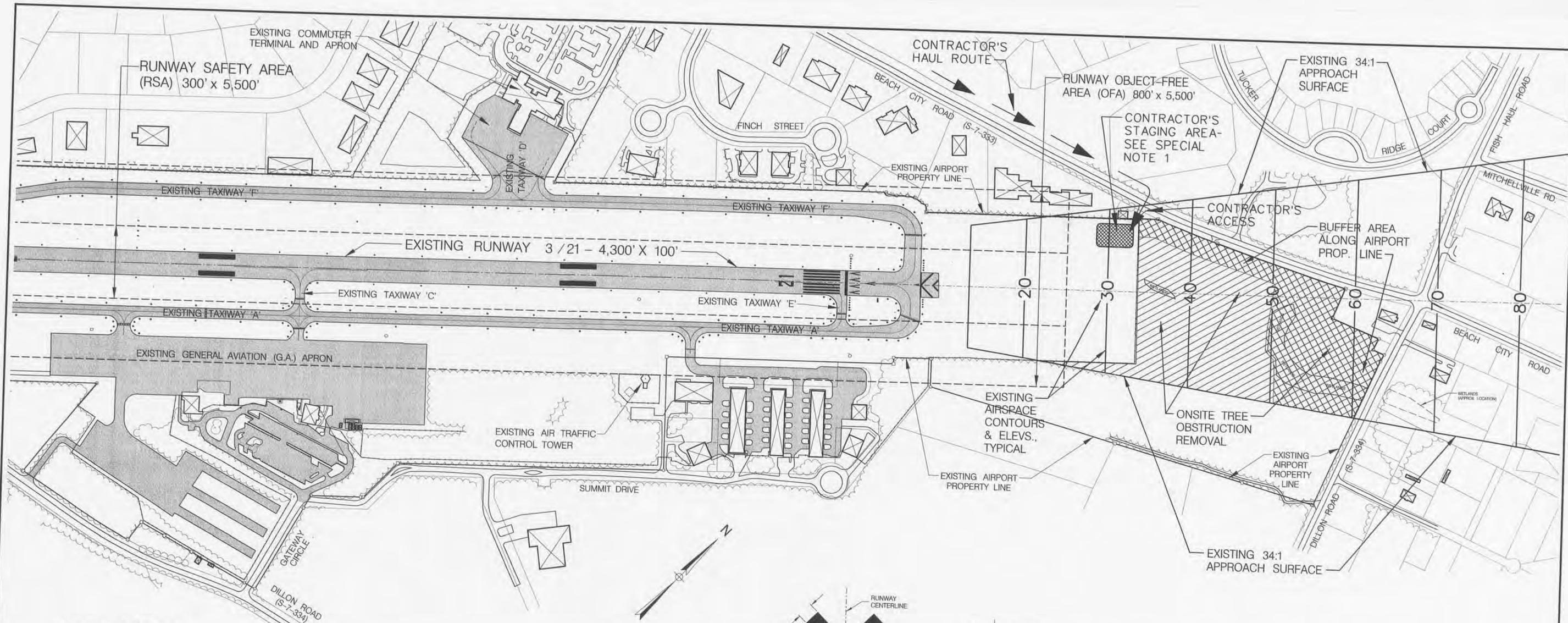
Construction _____



06/30/2010

JULY 2010

PLOTTED - STATES DIRECTORY - FILES 6/30/2010



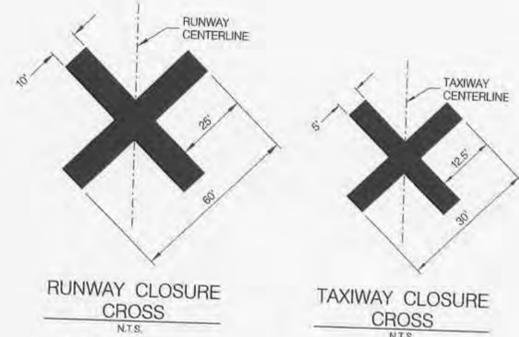
SAFETY NOTES:

1. IN ORDER THAT "NOTICES TO AIRMEN" CAN BE APPROPRIATELY PUBLISHED, THE CONTRACTOR MUST NOTIFY THE ENGINEER AND AIRPORT MANAGER NOT LESS THAN 3 DAYS PRIOR TO COMMENCING THE CONSTRUCTION, PRIOR TO THE PERFORMING OF WORK IN AIRPORT OPERATIONS AREA, AND PRIOR TO THE CLOSING OF A RUNWAY OR TAXIWAY OR THE OPENING OF A RUNWAY OR TAXIWAY.
2. THE CONTRACTOR SHALL BECOME KNOWLEDGEABLE OF THE SAFETY PROVISIONS CONTAINED IN FAA ADVISORY CIRCULAR (A.C.) 1505370-2E - "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION", AND SHALL INCORPORATE THESE PROVISIONS INTO THEIR CONSTRUCTION PROCEDURES. A COPY IS PROVIDED IN THE PROJECT MANUAL.
3. ALL ACTIVE AIRPORT OPERATIONAL SAFETY AREAS WHICH ARE ADJACENT TO A CONSTRUCTION WORK AREA SHALL BE SEPARATED BY BARRICADES. NO CONSTRUCTION TRAFFIC SHALL CROSS AIRPORT OPERATIONAL SAFETY AREAS EXCEPT AS APPROVED BY THE ENGINEER AND AIRPORT OWNER. NO BARRICADES WHICH ARE ADJACENT TO AIRPORT OPERATIONAL SAFETY AREAS MAY EXCEED 36 INCHES IN HEIGHT.
4. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE PROJECT AREA THROUGH THE PROJECT ACCESS ROUTES AND THESE SHALL BE COORDINATED WITH THE ENGINEER AND AIRPORT OWNER.
5. ALL BARRICADES, ETC. SHALL BE FURNISHED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. NO SEPARATE MEASUREMENT AND PAYMENT WILL BE MADE FOR THESE ITEMS. ALL COSTS ASSOCIATED WITH THESE ITEMS MUST BE INCLUDED IN THE CONTRACT BID PRICE FOR MOBILIZATION.
6. ALL CONSTRUCTION STAKEOUT IS TO BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH ARTICLE 50-06 THE ENGINEER SHALL FURNISH INITIAL SURVEY INFORMATION FOR HORIZONTAL CONTROL AND BENCHMARKS FOR VERTICAL CONTROL.
7. THE CONTRACTOR SHALL PROVIDE SECURITY WITHIN THE CONSTRUCTION AREA AND SHALL KEEP ALL UNAUTHORIZED PERSONNEL OUT. THE PROJECT SUPERINTENDENT SHALL BE REQUIRED TO OBTAIN A SECURITY BADGE FROM THE AIRPORT OWNER AND SHALL ACT AS ESCORT FOR ALL CONTRACTOR AND SUBCONTRACTOR PERSONNEL.
8. THE CONTRACTOR SHALL KEEP THE ACTIVE RUNWAYS AND TAXIWAYS CLEAN AND FREE FROM DEBRIS AND OBSTRUCTIONS DURING CONSTRUCTION OPERATIONS AND SHALL NOT PARK EQUIPMENT WITHIN 250 FEET OF A RUNWAY OR 100 FEET OF A TAXIWAY OR APRON AREA.

9. HAUL ROADS AND CONTRACTOR'S GRAVEL ACCESS ROAD SHALL BE MAINTAINED BY THE CONTRACTOR DURING CONSTRUCTION.
10. ALL CONTRACTOR STAGING AREAS AND HAUL ROADS THAT ARE DISTURBED BY THE CONTRACTOR'S WORK SHALL BE RESTORED TO THEIR ORIGINAL CONDITION. ANY DAMAGE TO EXISTING PAVEMENT RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. APPROVAL OF RESTORED OR REPAIRED AREAS SHALL BE MADE BY THE ENGINEER. THERE WILL BE NO SEPARATE PAYMENT FOR THIS WORK.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES ON THE SITE. THEY SHALL PROTECT ALL UTILITIES WHICH ARE TO REMAIN. ALL DAMAGE TO UTILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT ALL EXISTING CABLE LOCATIONS HAVE BEEN FLAGGED BY FAA AIRWAYS FACILITY.

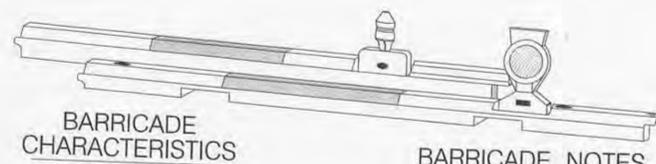
LEGEND:

- EXISTING AIRFIELD PAVEMENT
- PROPOSED TREE REMOVAL THIS PROJECT
- PROPOSED TREE REMOVAL/TRIMMING THIS PROJECT (BUFFER AREAS AND WETLANDS)



NOTES:

1. RUNWAY CLOSURE CROSSES SHALL BE MOBILE, LIGHTED STRUCTURES, AND SHALL BE PLACED AS DIRECTED BY THE OWNER /ENGINEER, AND SHALL BE ILLUMINATED FROM THE TIME OF RUNWAY CLOSURE TO TIME OF RUNWAY REOPENING, MINIMUM.
2. TAXIWAY CLOSURE CROSSES MAY BE CONSTRUCTED OF FABRIC, PLYWOOD, OR OTHER SUITABLE MATERIAL AND SHALL BE PAINTED AVIATION YELLOW.
3. PLACE RUNWAY CLOSURE CROSS OVER RUNWAY NUMERALS OR IMMEDIATELY OFF OF RUNWAY END AND SECURE IN PLACE TO PREVENT DISPLACEMENT BY WIND OR AIRCRAFT.
4. PLACE TAXIWAY CLOSURE CROSSES OVER ENDS OF TAXIWAYS(S) OR AS DIRECTED BY OWNER /ENGINEER AND SECURE IN PLACE TO PREVENT DISPLACEMENT BY WIND OR AIRCRAFT.
5. INSTALLATION AND REMOVAL OF THESE ITEMS SHALL BE AS DIRECTED BY THE OWNER /ENGINEER. COST FOR INSTALLATION, MAINTENANCE AND REMOVAL OF THESE ITEMS SHALL BE INCIDENTAL TO BID ITEM FOR MOBILIZATION.



BARRICADE CHARACTERISTICS

- HEIGHT 6" (36" MAX.)
- WIDTH 6"
- LENGTH 36" MIN./VARIABLE MAX. (USUALLY 6 FEET)
- WEIGHT EMPTY 11 lbs.
- WEIGHT FULL 100 lbs. (S) 58 lbs. (W)
- GALLON CAPACITY 5 GALLONS
- TYPE OF FRAME POLYTHENE PLASTIC

BARRICADE NOTES

1. USED ON ALL AIRPORT MOVEMENT AREAS
2. HIGH VISIBILITY
3. FRANGIBLE
4. EACH BARRICADE IS MARKED WITH DIAGONAL, ALTERNATING ORANGE AND WHITE HIGH REFLECTIVE GRADE TAPE WITH ONE 3-WAY APPROVED RED DOT (SOLAR / BATTERY) LIGHT.
5. CAN BE FILLED WITH WATER OR SAND
6. DESIGNED TO FAA AC 150 / 5370-2E SPECIFICATIONS AND PERFORMANCE STANDARDS

LOW PROFILE BARRICADE DETAIL

N.T.S.

SPECIAL NOTES :

1. FINAL LOCATION OF CONTRACTOR'S STAGING AREA AND AREA FOR TEMPORARY STOCKPILING OF MATERIAL SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OWNER AND ENGINEER PRIOR TO BEGINNING OF CONSTRUCTION.
2. SEE ALSO NOTES AND REQUIREMENTS ON SHEETS 4 AND 5.

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP	DATE	05-11-2010
DRAWN BY	AWF	DATE	05-12-2010
CHECKED BY	JES /CFS	DATE	05-12-2010

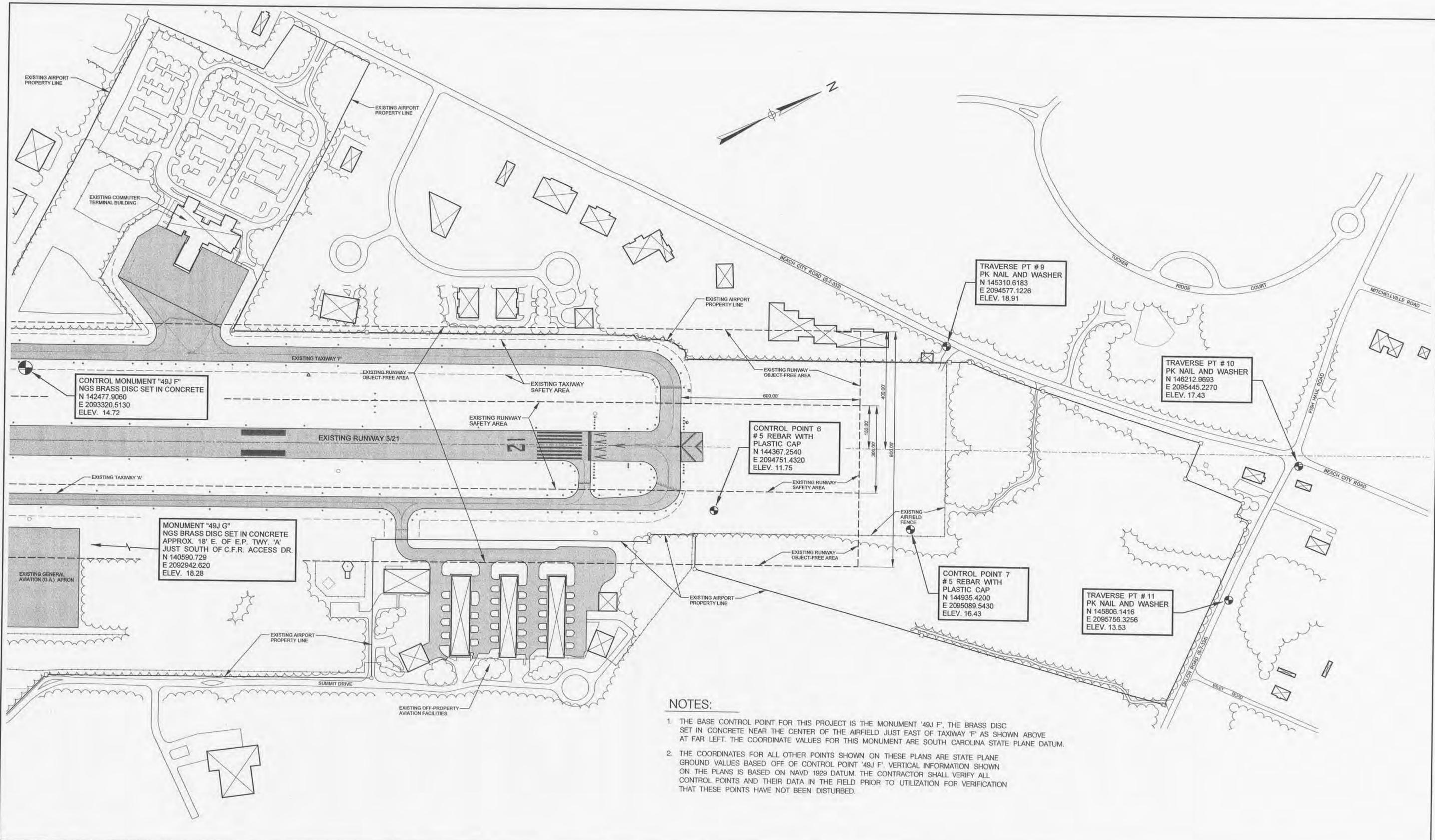


PLANS PREPARED BY
WilburSmith ASSOCIATES
 ENGINEERS PLANNERS ECONOMISTS

PLANS PREPARED FOR
**BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC**

SAFETY PLAN

PROJECT NO. (CLIENT)	PROJECT NO. (WSA)	FAA A.I.P. 3-45-0030-029-2010	NO. 2 OF 22
	104460OBSREM		



NOTES:

1. THE BASE CONTROL POINT FOR THIS PROJECT IS THE MONUMENT '49J F', THE BRASS DISC SET IN CONCRETE NEAR THE CENTER OF THE AIRFIELD JUST EAST OF TAXIWAY 'F' AS SHOWN ABOVE AT FAR LEFT. THE COORDINATE VALUES FOR THIS MONUMENT ARE SOUTH CAROLINA STATE PLANE DATUM.
2. THE COORDINATES FOR ALL OTHER POINTS SHOWN ON THESE PLANS ARE STATE PLANE GROUND VALUES BASED OFF OF CONTROL POINT '49J F'. VERTICAL INFORMATION SHOWN ON THE PLANS IS BASED ON NAVD 1929 DATUM. THE CONTRACTOR SHALL VERIFY ALL CONTROL POINTS AND THEIR DATA IN THE FIELD PRIOR TO UTILIZATION FOR VERIFICATION THAT THESE POINTS HAVE NOT BEEN DISTURBED.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP	DATE	05-12-2010
DRAWN BY	HAP	DATE	06-07-2010
CHECKED BY	JLH / CFS	DATE	06-09-2010



PLANS PREPARED BY
WilburSmith
 ASSOCIATES
 ENGINEERS
 PLANNERS
 ECONOMISTS

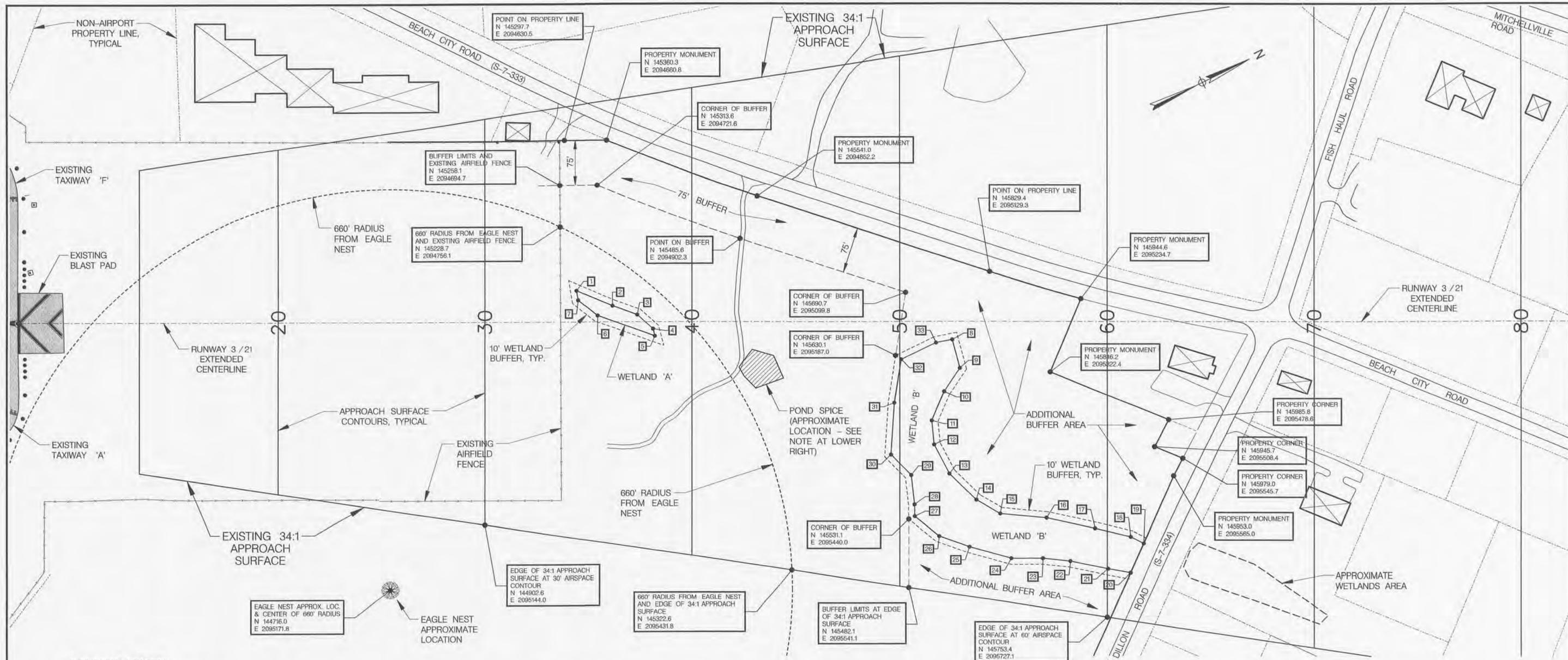
PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

PROJECT NO. (CLIENT)
 PROJECT NO. (WSA)
 104460OBSREM

SURVEY CONTROL PLAN

FAA A.I.P. 3-45-0030-029-2010 NO. 3 OF 22

PLOTTED - STATES DIRECTORY - SPIES



GENERAL NOTES:

- ALL WORK SHALL COMPLY WITH THE SAFETY PLAN AND FAA ADVISORY CIRCULAR AC 15053702E OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
- NO GRADING OR OTHER GROUND DISTURBING ACTIVITIES ARE ALLOWED ON THIS PROJECT.
- NO WORK SHALL OCCUR WITHIN 660 FEET OF EAGLES NEST (DELINEATED ON PLANS), DURING THE NESTING, MATING AND REARING SEASON FROM APPROXIMATELY OCTOBER THROUGH MAY.
- PRIOR TO ANY TREE PRUNING OR REMOVAL THE CONTRACTOR SHALL FLAG THE AIRPORT PROPERTY LINE, 34:1 APPROACH SLOPE TRAPEZOIDAL LINE (WHERE WITHIN AIRPORT PROPERTY), BUFFERS, WETLANDS AND THE 660 FOOT RADIUS FROM EAGLE'S NEST WHERE IT ENCLOSES UPON THE WORK AREA. NO TREES SHALL BE TRIMMED OR REMOVED UNTIL THE FLAGGING IS INSPECTED BY A DESIGNATED REPRESENTATIVE OF THE TOWN OF HILTON HEAD ISLAND TO ENSURE THAT IT IS ACCEPTABLE (REQUIRES 48 HOURS ADVANCE NOTIFICATION).
- ALL TREES LOCATED ON AIRPORT PROPERTY WITHIN THE 34:1 SLOPE AND OUTSIDE OF ANY WETLANDS, WETLAND BUFFERS OR OTHER BUFFER AREAS ARE TO BE REMOVED. AN ARBORIST REPRESENTING BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, WILL BE ONSITE DURING TREE CLEARING. NO TREE SHALL BE REMOVED PRIOR TO DOCUMENTATION OF SIZE AND SPECIES BY CONTRACTOR AND ARBORIST IN ACCORDANCE WITH SPECIFICATION S-102.
- TREES TO BE REMOVED SHALL BE CUT OFF AS CLOSE TO THE GROUND SURFACE AS PRACTICABLE WITHOUT DISTURBING THE GROUND. STUMPS SHALL NOT BE REMOVED AND TREE ROOT MATS SHALL NOT BE DISTURBED.
- GRIND STUMPS DOWN TO GROUND SURFACE LEVEL ONLY IN LANDSCAPED AREAS AND COVER DISTURBED AREA WITH PINE STRAW MULCH.
- TREES REMOVED OR TRIMMED SHALL BE HARVESTED AND USED AS SAW TIMBER, PULPWOOD, OR CHIPS FOR BOILER FUEL IF ECONOMICALLY VIABLE. DISPOSE OF ANY VEGETATIVE DEBRIS OFFSITE IN A MANNER PERMITTED BY THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL.
- STOP WORK IN THE VICINITY OF ANY PROTECTED SPECIES IF ENCOUNTERED UNTIL THE ISSUE IS RESOLVED WITH U.S. FISH AND WILDLIFE SERVICE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF AIRPORT FENCE. ANY DAMAGE CAUSED BY CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO LIKE NEW CONDITION AS DIRECTED BY THE ENGINEER.

WETLANDS AND BUFFER AREAS:

- AN ARBORIST, REPRESENTING BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, WILL BE PRESENT AT ALL TIMES DURING TREE CLEARING ACTIVITIES IN WETLANDS AND BUFFER AREAS. CONTRACTOR SHALL COORDINATE ALL TREE REMOVAL AND TRIMMING WITH ARBORIST. NO TREE WITHIN BUFFERS OR WETLAND AREAS SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ARBORIST APPROVAL.
- MECHANIZED VEHICLES ARE NOT ALLOWED WITHIN THE WETLANDS OR BUFFER AREAS. TREES TO BE EITHER TRIMMED OR REMOVED SHALL BE TRIMMED OR REMOVED MANUALLY.
- SMALLER VEGETATION WITHIN WETLANDS WHICH WILL REMAIN BELOW THE 34:1 APPROACH SURFACE SHALL NOT BE DISTURBED. REASONABLE CARE SHALL BE TAKEN TO PROTECT THE UNDERSTORY GROWTH.
- THE CONTRACTOR SHALL MARK THE CUT-OFF LINE ON TREES TO BE TRIMMED BY MEASURING UPWARD FROM THE BASE OF THE TREE IN ACCORDANCE WITH ELEVATIONS NOTED IN THE PLANS. SPECIMEN LIVE OAK TREES SHALL BE MARKED TO BE TRIMMED ONLY ONE FOOT BELOW THE APPROACH SLOPE. BASED UPON THE LOCATION OF THE CUTOFF LINE, THE ARBORIST SHALL DETERMINE WHETHER EACH TREE SO MARKED SHALL BE TRIMMED OR REMOVED BASED UPON HIS /HER OPINION OF SURVIVABILITY.
- NO GRINDING OF STUMPS IS ALLOWED WITHIN WETLANDS.

COMMUNITY OF POND SPICE (LITSEA AESTIVALIS)

- CARE SHALL BE TAKEN NOT TO DISTURB THE SMALL COMMUNITY OF POND SPICE IN THE APPROXIMATE LOCATION SHOWN ON THIS SHEET. CONTRACTOR SHALL ERECT DELINEATION FENCING AROUND THIS AREA TO DETER ENTRY AND POSSIBLE DAMAGE TO PLANTS BY EQUIPMENT AND /OR PERSONNEL. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

WETLANDS LOCATION														
WETLAND 'A'			WETLAND 'B'			WETLAND 'B'			WETLAND 'B'			WETLAND 'B'		
POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	145207.5	2094861.2	8	145725.2	2095203.3	15	145669.8	2095497.2	22	145739.5	2095618.0	29	145566.5	2095376.5
2	145249.6	2094910.1	9	145715.5	2095251.9	16	145735.5	2095536.6	23	145700.9	2095594.0	30	145551.3	2095331.6
3	145279.6	2094941.1	10	145675.5	2095275.2	17	145799.5	2095586.6	24	145654.1	2095571.4	31	145593.6	2095257.0
4	145292.7	2094973.3	11	145635.9	2095310.6	18	145846.0	2095624.3	25	145600.6	2095524.2	32	145635.4	2095196.9
5	145290.4	2094985.1	12	145622.0	2095347.7	19	145860.3+/-	2095643.6+/-	26	145563.9	2095486.5	33	145699.1	2095196.3
6	145220.9	2094913.9	13	145623.7	2095401.7	20	145819.8+/-	2095678.0+/-	27	145542.2	2095440.0			
7	145202.9	2094876.8	14	145644.5	2095459.5	21	145789.3	2095656.1	28	145550.2	2095422.5			

LOCATION INFORMATION NOTE

COORDINATES SHOWN ON THIS DRAWING DO NOT REPRESENT FIELD SURVEY INFORMATION. THEY WERE DETERMINED BY UTILIZING THE WETLANDS LOCATION EXHIBIT BY WARD EDWARDS, INC. DATED 06-03-08 AND THE ON-AIRPORT TREE SURVEY BY WSA DATED 04/28/09 AND LAST REVISED (REV. 2) ON 10/10/09, AND ARE FOR THE CONTRACTOR'S USE FOR FLAGGING PURPOSES ONLY.

REVISIONS:		
REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP	DATE	05-11-2010
DRAWN BY	HAP	DATE	05-17-2010
CHECKED BY	JES/CFS	DATE	05-20-2010



PLANS PREPARED BY		PLANS PREPARED FOR	
HILTON HEAD ISLAND AIRPORT (HXD)		BEAUFORT COUNTY	
HILTON HEAD ISLAND, SC		HILTON HEAD ISLAND, SC	
PROJECT NO. (CLIENT)	PROJECT NO. (WSA)	STAKING PLAN AND GENERAL NOTES	
	104460/OBSREM	FAA A.I.P. 3-45-0030-029-2010	

NO. 4	OF 22
-------	-------



LEGEND

TREE TO BE TRIMMED OR REMOVED THIS PROJECT (SEE NOTE 1)

NOTES

- SOME TREES SURVEYED MAY NOT BE DISTURBED BY THIS PROJECT. SEE TREE DATA SHEETS (6-22) FOR INFORMATION ON INDIVIDUAL TREES.
- SEE SHEET 4 FOR ADDITIONAL NOTES AND REQUIREMENTS.
- SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.

REVISIONS:		
REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP	DATE	05-11-2010
DRAWN BY	HAP/AWF	DATE	05-17-2010
CHECKED BY	JESCFS	DATE	05-20-2010



PLANS PREPARED FOR
BEAUFORT COUNTY
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD ISLAND, SC

TREE OBSTRUCTION REMOVAL PLAN
 PROJECT NO. (CLIENT)
 PROJECT NO. (WSA)
 FAA A.I.P. 3-45-0030-029-2010 NO. 5 OF 22

ROUTED TO STATES
 ENGINEERING - SP1818

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)		
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"
T2	N	LIVEOAK TWIN 12" 14"	145469	2095523				LS REMOVE								
T3	N	LIVEOAK TWIN 12" 5"	145463	2095518				LS REMOVE								
T4	N	LIVEOAK TWIN 6" 6"	145468	2095514				LS REMOVE								
T5	N	LIVEOAK CLUSTER 9" 7" 8"	145464	2095506				LS REMOVE								
T6	N	LIVEOAK TWIN 10" 7"	145438	2095505				LS REMOVE								
T7	N	LIVEOAK 8"	145436	2095488				LS REMOVE								
T8	N	LIVEOAK 10"	145455	2095479				LS REMOVE								
T9	N	LIVEOAK 11"	145456	2095475				LS REMOVE								
T10	N	LIVEOAK CLUSTER 7" 6" 6" 10"	145461	2095480				LS REMOVE								
T11	N	LIVEOAK 9"	145437	2095472				LS REMOVE								
T12	N	LIVEOAK 8"	145431	2095464				LS REMOVE								
T13	N	LIVEOAK 8"	145423	2095475				LS REMOVE								
T14	N	LIVEOAK 10"	145431	2095476				LS REMOVE								
T15	N	LIVEOAK 9"	145411	2095459				LS REMOVE								
T16	N	WATEROAK 8"	145468	2095455				LS REMOVE								
T17	N	LAURELOAK TWIN 7" 6"	145466	2095468				LS REMOVE								
T22	Y	GUM 7"	145783	2095702	63	61	2	MARK FOR TRIMMING	53						1	
T23	Y	GUM 6" (DEAD)	145787	2095702				REMOVE				1				
T24	Y	GUM 7"	145788	2095699	75	61	14	REMOVE				1				
T28	Y	REDMAPLE 9"	145805	2095675	65	61	4	MARK FOR TRIMMING	53							1
T29	Y	GUM 25"	145816	2095680	73	61	12	REMOVE					1			
T30	Y	REDMAPLE 10"	145789	2095659	64	60	4	MARK FOR TRIMMING	52							1
T32	Y	REDMAPLE 7"	145755	2095627	71	59	12	REMOVE								1
T33	Y	GUM 12"	145762	2095635	78	59	19	REMOVE								1
T34	Y	GUM 7"	145769	2095639	68	59	9	MARK FOR TRIMMING	51							
T35	Y	GUM 8"	145766	2095647	78	59	19	REMOVE								1
T36	Y	GUM 8"	145761	2095651	75	59	16	REMOVE								1
T37	Y	GUM 13"	145765	2095654	80	59	21	REMOVE					1			
T38	Y	GUM 13"	145774	2095645	72	60	12	REMOVE					1			
T39	Y	GUM CLUSTER 9" 6" 10" & TWIN 9" 9"	145776	2095653	69	60	9	MARK FOR TRIMMING	52							1
T40	Y	GUM TWIN 7" 11"	145755	2095635	76	59	17	REMOVE					1			
T41	Y	GUM 9"	145748	2095641	72	59	13	REMOVE					1			
T42	Y	GUM TWIN 10" 12"	145747	2095631	72	59	13	REMOVE					1			
T43	Y	REDMAPLE 8"	145738	2095612	60	58	2	MARK FOR TRIMMING	50						1	
T44	Y	GUM 6"	145743	2095602		58		FIELD VERIFY				1				
T45	Y	GUM 7"	145734	2095651	66	59	7	MARK FOR TRIMMING	51							1
T46	Y	LIVEOAK 11"	145737	2095663	70	59	11	REMOVE				1				
T47	Y	GUM 11"	145744	2095665	68	59	9	MARK FOR TRIMMING	51							1
T48	Y	GUM 7"	145749	2095670	70	59	11	REMOVE				1				
T49	Y	PINE 11"	145747	2095676	75	59	16	REMOVE								1
T50	Y	PINE 10"	145753	2095695	75	60	15	REMOVE								1
T51	Y	PINE 11"	145749	2095708	72	60	12	REMOVE				1				
T52	Y	GUM 6"	145745	2095695	59	59	0	MARK FOR TRIMMING	51						1	
T53	Y	GUM 6"	145730	2095682	58	59	-1	MARK FOR TRIMMING	51						1	
T54	Y	PINE 13"	145714	2095682	78	58	20	REMOVE				1				
T55	Y	GUM 7"	145724	2095672	66	59	7	MARK FOR TRIMMING	51							1
T56	Y	LAURELOAK 9"	145708	2095668	62	58	4	MARK FOR TRIMMING	50							1
T57	Y	PINE 6"	145700	2095676	56	58	-2	REMOVE				1				
T58	Y	GUM 8"	145703	2095659	49	58	-9	DO NOT DISTURB								
T59	Y	LIVEOAK 17"	145708	2095650	71	58	13	REMOVE					1			
T60	Y	WATEROAK 13"	145721	2095648	71	58	13	REMOVE					1			
T61	Y	REDMAPLE 9"	145706	2095618	61	57	4	MARK FOR TRIMMING	49							1
T62	Y	REDMAPLE 6"	145676	2095573		56		FIELD VERIFY				1				
T63	Y	GUM 6"	145670	2095569	53	56	-3	MARK FOR TRIMMING	48						1	
T64	Y	REDMAPLE 9"	145654	2095584	78	56	22	REMOVE				1				
T65	Y	GUM 7"	145635	2095603	55	55	0	MARK FOR TRIMMING	47						1	
T66	Y	GUM 6"	145628	2095600	50	55	-5	MARK FOR TRIMMING	47						1	
T67	Y	GUM 7"	145613	2095604	59	55	4	MARK FOR TRIMMING	47							1
T68	Y	PINE 8"	145638	2095620	63	56	7	REMOVE				1				
T69	Y	WATEROAK 10"	145668	2095622	66	56	10	REMOVE				1				
T70	Y	LIVEOAK TWIN 23" 20"	145667	2095657	76	57	19	REMOVE					1			
T71	Y	LAURELOAK 8"	145676	2095655	47	57	-10	DO NOT DISTURB								
T72	Y	PINE 14"	145682	2095678	75	58	17	REMOVE								
T74	Y	GUM 11"	145596	2095617	61	54	7	MARK FOR TRIMMING	46							1
T75	Y	PINE 9"	145589	2095570	62	54	8	REMOVE				1				
T76	Y	WATEROAK 6"	145603	2095569		54		FIELD VERIFY				1				
T77	Y	LIVEOAK 29"	145634	2095553	69	55	14	REMOVE					1			
T78	Y	LIVEOAK 12"	145627	2095533	58	54	4	MARK FOR TRIMMING	46							1
T79	Y	LIVEOAK 10"	145617	2095537	63	54	9	REMOVE					1			
T80	Y	WATEROAK 10"	145613	2095546	46	54	-9	DO NOT DISTURB								
T81	Y	WATEROAK 6"	145609	2095545	48	54	-5	MARK FOR TRIMMING	45						1	
T82	Y	WATEROAK 7"	145597	2095560	57	54	3	MARK FOR TRIMMING	46							1
T83	Y	GUM 8"	145590	2095558	56	54	2	MARK FOR TRIMMING	46						1	
T84	Y	REDMAPLE 8"	145596	2095525	51	53	-2	MARK FOR TRIMMING	45						1	
T85	Y	GUM 16"	145582	2095540	61	53	8	REMOVE					1			
T86	Y	GUM 6"	145575	2095539	53	53	0	MARK FOR TRIMMING	45						1	
T87	Y	PINE 20"	145554	2095549	72	52	20	REMOVE				1				
T88	Y	LIVEOAK CLUSTER 8" 6" 4" 6" 8" 9" 6" & TWIN 7" 7"	145561	2095564	63	53	10	MARK FOR TRIMMING	52							1
T89	Y	LAURELOAK 10"	145562	2095582	71	53	18	REMOVE				1				

NOTES:

1. PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:

- SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
- HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
- PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)

2. IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.

3. THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

4. CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.

5. SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.

6. FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.

7. DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.

8. SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.

9. TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010
 DRAWN BY: SAS DATE: 06-08-2010
 CHECKED BY: JES/CFS DATE: 05-20-2010



PLANS PREPARED BY: HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (1 OF 17)
 PROJECT NO. (CLIENT): 104460/OBSREM
 PROJECT NO. (WSA): 104460/OBSREM
 FAA A.I.P. 3-45-0030-029-2010 NO. 6 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)		
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"
T92	Y	LIVEOAK, TRIPLE 10", 9", 11"	145527	2095558	77	52	25	REMOVE								
T94	Y	LIVEOAK, CLUSTER 10", 9"	145523	2095533	68	51	17	REMOVE								
T95	Y	WATEROAK, CLUSTER 8", 14", 12"	145516	2095529	71	51	20	REMOVE								
T96	Y	LIVEOAK, 32"	145528	2095507	71	51	20	REMOVE								
T97	Y	PINE, 13"	145547	2095523	72	52	20	REMOVE								
T98	Y	SWEETLEAF, CLUSTER 7", 5"	145597	2095520	30	53	-23	DO NOT DISTURB								
T99	Y	GUM, 9"	145548	2095477	52	51	1	MARK FOR TRIMMING	43							
T100	Y	GUM, 6"	145553	2095445	45	51	-6	MARK FOR TRIMMING	43							
T101	Y	LIVEOAK, 11"	145561	2095434	49	51	-2	MARK FOR TRIMMING	43							
T102	Y	REDMAPLE, 6"	145543	2095434	67	51	16	REMOVE								
T103	Y	GUM, 13"	145554	2095421	60	51	9	REMOVE								
T104	N	WATEROAK, 6"	145525	2095433				LS REMOVE								
T105	N	REDMAPLE, 6"	145509	2095446				LS REMOVE								
T106	N	LIVEOAK, CLUSTER 6", 6", 8", & TWIN 10", 9"	145480	2095451				LS REMOVE								
T107	N	WATEROAK, 9"	145446	2095449				LS REMOVE								
T108	N	WATEROAK, 7"	145445	2095426				LS REMOVE								
T109	N	WATEROAK, TWIN 10", 9"	145466	2095417				LS REMOVE								
T110	N	GUM, 8"	145481	2095434				LS REMOVE								
T111	N	LIVEOAK, 7"	145440	2095415				LS REMOVE								
T112	N	LIVEOAK, 6"	145444	2095413				LS REMOVE								
T113	N	LIVEOAK, TWIN 17", 11"	145429	2095402				LS REMOVE								
T114	N	WATEROAK, 13"	145431	2095382				LS REMOVE								
T115	N	LIVEOAK, CLUSTER 8", 10", 5", 9"	145411	2095422				LS REMOVE								
T116	N	LIVEOAK, TRIPLE 8", 6", 7"	145415	2095430				LS REMOVE								
T117	N	LIVEOAK, 23"	145397	2095446				LS REMOVE								
T118	N	LIVEOAK, 6"	145400	2095471				LS REMOVE								
T119	N	LIVEOAK, 6"	145402	2095472				LS REMOVE								
T120	N	LIVEOAK, TWIN 9", 6"	145404	2095486				LS REMOVE								
T125	N	LIVEOAK, TRIPLE 8", 7", 6"	145344	2095444				LS REMOVE								
T126	N	LAURELOAK, 16"	145349	2095440				LS REMOVE								
T127	N	WATEROAK, 10"	145356	2095433				LS REMOVE								
T128	N	LIVEOAK, 6"	145383	2095430				LS REMOVE								
T129	N	WATEROAK, 8"	145386	2095415				LS REMOVE								
T130	N	LIVEOAK, TWIN 8", 8"	145397	2095399				LS REMOVE								
T131	N	LIVEOAK, 7"	145393	2095400				LS REMOVE								
T132	N	LIVEOAK, 8"	145406	2095385				LS REMOVE								
T133	N	LIVEOAK, 16"	145405	2095382				LS REMOVE								
T134	N	BLACKOAK, 12"	145313	2095411				LS REMOVE								
T136	N	LIVEOAK, TWIN 8", 8"	145341	2095418				LS REMOVE								
T137	N	WATEROAK, 10"	145368	2095405				LS REMOVE								
T138	N	WATEROAK, TWIN 8", 7"	145376	2095400				LS REMOVE								
T139	N	WATEROAK, 10"	145371	2095395				LS REMOVE								
T140	N	LIVEOAK, 8"	145357	2095372				LS REMOVE								
T141	N	WATEROAK, 8"	145351	2095369				LS REMOVE								
T142	N	LIVEOAK, TRIPLE 7", 5", 6"	145346	2095362				LS REMOVE								
T143	N	WATEROAK, TWIN 8", 5"	145340	2095377				LS REMOVE								
T144	N	LIVEOAK, CLUSTER 6", 7"	145336	2095386				LS REMOVE								
T145	N	LAURELOAK, 14"	145317	2095399				LS REMOVE								
T146	N	LIVEOAK, 8"	145301	2095415				LS REMOVE								
T148	N	LIVEOAK, 16"	145285	2095399				LS REMOVE								
T149	N	LIVEOAK, TWIN 8", 9"	145293	2095390				LS REMOVE								
T150	N	BLACKOAK, TWIN 20", 9"	145298	2095395				LS REMOVE								
T151	N	WATEROAK, TWIN 8", 9"	145319	2095370				LS REMOVE								
T152	N	WATEROAK, 6"	145313	2095365				LS REMOVE								
T153	N	LIVEOAK, CLUSTER 7", 7", 11", 7"	145284	2095357				LS REMOVE								
T154	N	WATEROAK, TWIN 6", 8"	145312	2095347				LS REMOVE								
T155	N	WATEROAK, 10"	145314	2095339				LS REMOVE								
T156	N	LAURELOAK, 10"	145317	2095351				LS REMOVE								
T157	N	WATEROAK, 8"	145321	2095354				LS REMOVE								
T158	N	WATEROAK, 15"	145344	2095341				LS REMOVE								
T159	N	WATEROAK, 7"	145345	2095325				LS REMOVE								
T160	N	WATEROAK, 7"	145365	2095336				LS REMOVE								
T161	N	GUM, 6"	145366	2095338				LS REMOVE								
T162	N	WATEROAK, TWIN 10", 12"	145368	2095341				LS REMOVE								
T163	N	PINE, 8"	145387	2095305				LS REMOVE								
T164	N	PINE, 6"	145359	2095289				LS REMOVE								
T165	N	LIVEOAK, CLUSTER 13", 9", 6"	145356	2095305				LS REMOVE								
T166	N	LIVEOAK, 9"	145352	2095305				LS REMOVE								
T167	N	LIVEOAK, 8"	145353	2095309				LS REMOVE								
T168	N	LIVEOAK, 8"	145352	2095313				LS REMOVE								
T169	N	LIVEOAK, 6"	145337	2095313				LS REMOVE								
T170	N	LIVEOAK, 8"	145334	2095310				LS REMOVE								
T171	N	LIVEOAK, 8"	145329	2095300				LS REMOVE								
T172	N	WATEROAK, 9"	145329	2095296				LS REMOVE								
T173	N	LIVEOAK, TWIN 14", 6"	145319	2095305				LS REMOVE								
T174	N	WATEROAK, 6"	145324	2095280				LS REMOVE								
T175	N	LIVEOAK, 9"	145298	2095360				LS REMOVE								
T176	N	LAURELOAK, 6"	145247	2095365				LS REMOVE								

NOTES:

- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010
 DRAWN BY: SAS DATE: 06-08-2010
 CHECKED BY: JES/CFS DATE: 05-20-2010



PLANS PREPARED BY: WILBUR SMITH ASSOCIATES, INC.
 PLANS PREPARED FOR: BEAUFORT COUNTY, HILTON HEAD ISLAND AIRPORT (HXD), HILTON HEAD ISLAND, SC
 PROJECT NO. (CLIENT): 104460OBSREM

TREE DATA (2 OF 17)
 PROJECT NO. (WSA): 104460OBSREM
 FAA A.I.P. 3-45-0030-029-2010 No. 7 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'	HDWD >20'	
T177	N	LIVEOAK 9"	145258	2095333				LS REMOVE											
T178	N	LIVEOAK 10"	145253	2095331				LS REMOVE											
T179	N	LIVEOAK 8"	145254	2095328				LS REMOVE											
T180	N	LIVEOAK TWIN 8" 8"	145250	2095327				LS REMOVE											
T181	N	LIVEOAK TRIPLE 7" 7" 9"	145225	2095314				LS REMOVE											
T182	N	LAURELOAK 6"	145228	2095320				LS REMOVE											
T183	N	WATEROAK TRIPLE 9" 9" 6"	145233	2095298				LS REMOVE											
T184	N	LIVEOAK 6"	145243	2095291				LS REMOVE											
T185	N	LIVEOAK TRIPLE 7" 7" 12"	145253	2095288				LS REMOVE											
T186	N	LIVEOAK 6"	145246	2095314				LS REMOVE											
T187	N	LIVEOAK TWIN 6" 12"	145250	2095313				LS REMOVE											
T188	N	LIVEOAK TRIPLE 17" 11" 6"	145269	2095309				LS REMOVE											
T189	N	LAURELOAK 8"	145290	2095289				LS REMOVE											
T190	N	PINE 9"	145294	2095281				LS REMOVE											
T191	N	PINE 10"	145299	2095274				LS REMOVE											
T192	N	PINE 11"	145317	2095246				LS REMOVE											
T193	N	PINE 12"	145301	2095245				LS REMOVE											
T196	N	PINE 13"	145293	2095235				LS REMOVE											
T197	N	WATEROAK 13"	145307	2095224				LS REMOVE											
T198	N	PINE 10"	145335	2095230				LS REMOVE											
T199	N	PINE 13"	145289	2095252				LS REMOVE											
T200	N	LAURELOAK 6"	145285	2095273				LS REMOVE											
T201	N	PINE 10"	145272	2095275				LS REMOVE											
T202	N	LAURELOAK 7"	145262	2095265				LS REMOVE											
T203	N	PINE 6"	145241	2095256				LS REMOVE											
T204	N	WATEROAK 9"	145226	2095279				LS REMOVE											
T205	N	WATEROAK TWIN 9" 7"	145235	2095281				LS REMOVE											
T206	N	WATEROAK TWIN 9" 9"	145212	2095278				LS REMOVE											
T207	N	LAURELOAK 9"	145205	2095269				LS REMOVE											
T208	N	WATEROAK 10"	145209	2095262				LS REMOVE											
T209	N	WATEROAK 10"	145223	2095264				LS REMOVE											
T210	N	LIVEOAK 7"	145240	2095240				LS REMOVE											
T211	N	WATEROAK TWIN 8" 6"	145250	2095231				LS REMOVE											
T212	N	WATEROAK 8"	145272	2095218				LS REMOVE											
T213	N	PINE 11"	145269	2095209				LS REMOVE											
T214	N	WATEROAK 8"	145271	2095201				LS REMOVE											
T215	N	LIVEOAK TWIN 8" 6"	145293	2095173				LS REMOVE											
T216	N	LIVEOAK 18"	145279	2095160				LS REMOVE											
T217	N	WATEROAK 7"	145256	2095203				LS REMOVE											
T218	N	WATEROAK 8"	145250	2095209				LS REMOVE											
T219	N	PINE 6"	145240	2095194				LS REMOVE											
T220	N	LAURELOAK TRIPLE 10" 9" 9"	145241	2095192				LS REMOVE											
T221	N	LIVEOAK 8"	145228	2095200				LS REMOVE											
T222	N	WATEROAK 7"	145201	2095209				LS REMOVE											
T223	N	LIVEOAK 7"	145191	2095218				LS REMOVE											
T224	N	WATEROAK 6"	145208	2095221				LS REMOVE											
T225	N	LAURELOAK 9"	145210	2095224				LS REMOVE											
T226	N	LAURELOAK 7"	145199	2095257				LS REMOVE											
T227	N	LIVEOAK 7"	145180	2095258				LS REMOVE											
T228	N	LIVEOAK 10"	145168	2095259				LS REMOVE											
T229	N	LAURELOAK 8"	145172	2095281				LS REMOVE											
T230	N	LIVEOAK TRIPLE 9" 8" 8"	145179	2095275				LS REMOVE											
T231	N	LIVEOAK 7"	145189	2095283				LS REMOVE											
T232	N	LAURELOAK 7"	145190	2095300				LS REMOVE											
T233	N	WATEROAK CLUSTER 10" 6"	145180	2095324				LS REMOVE											
T234	N	WATEROAK TWIN 9" 6"	145173	2095322				LS REMOVE											
T235	N	LIVEOAK 7"	145169	2095315				LS REMOVE											
T236	N	LIVEOAK TWIN 11" 6" POSSIBLY DEAD	145148	2095297				LS REMOVE											
T237	N	WATEROAK TWIN 6" 5"	145130	2095295				LS REMOVE											
T238	N	WATEROAK 10"	145130	2095292				LS REMOVE											
T240	Y	REDMAPLE 7"	145857	2095639	57	62	-5	MARK FOR TRIMMING	54										
T241	Y	REDMAPLE 12" DEAD	145866	2095628	61	62	-1	MARK FOR TRIMMING	54										
T242	Y	LIVEOAK TRIPLE 14" 9" 39"	145891	2095608	85	62	23	REMOVE											
T243	Y	LAURELOAK 11"	145895	2095597	79	62	17	REMOVE											
T251	Y	BLACKCHERRY TWIN 9" 12"	145949	2095564	74	63	11	REMOVE											
T252	Y	LAURELOAK 17"	145933	2095517	74	62	12	REMOVE											
T253	Y	BLACKCHERRY CLUSTER 7" 7" 8" 8"	145922	2095505	74	62	12	REMOVE											
T254	Y	LAURELOAK 9"	145912	2095510	79	62	17	REMOVE											
T255	Y	LAURELOAK 10"	145911	2095508	78	61	17	REMOVE											
T256	Y	WATEROAK 11"	145915	2095544	73	62	11	REMOVE											
T257	Y	LIVEOAK 13"	145926	2095553	67	62	5	MARK FOR TRIMMING	54										
T258	Y	LIVEOAK 11"	145928	2095568	83	63	20	REMOVE											
T259	Y	LIVEOAK 11"	145928	2095576	78	63	15	REMOVE											
T260	Y	LAURELOAK 8"	145884	2095578	61	62	-1	MARK FOR TRIMMING	54										
T261	Y	LIVEOAK 9" & TWIN 8" 11"	145858	2095569	82	61	21	REMOVE											
T262	Y	WATEROAK TWIN 10" 15"	145866	2095577	79	61	18	REMOVE											
T263	Y	LAURELOAK 11"	145865	2095591	79	61	18	REMOVE											
T264	Y	LIVEOAK 19"	145863	2095602	85	61	24	REMOVE											

NOTES:

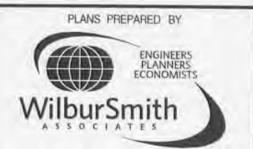
- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS. I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010
 DRAWN BY: SAS DATE: 06-08-2010
 CHECKED BY: JESCFS DATE: 05-20-2010



PLANS PREPARED BY: WILBUR SMITH ASSOCIATES, INC.
 PLANS PREPARED FOR: BEAUFORT COUNTY, HILTON HEAD ISLAND AIRPORT (HXD), HILTON HEAD ISLAND, SC
 PROJECT NO. (CLIENT): 104460/OBSREM

TREE DATA (3 OF 17)
 FAA A.I.P. 3-45-0030-029-2010 No. 8 of 22

HILTON HEAD ISLAND AIRPORT - AIRFIELD

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10" to 20"	HDWD >20"
T265	Y	LAURELOAK 6"	145883	2095619	58	62	-4	MARK FOR TRIMMING	54									
T267	Y	WATEROAK 9"	145857	2095611	70	61	9	MARK FOR TRIMMING	53									
T268	Y	GUM 9"	145856	2095602	74	61	13	REMOVE										
T269	Y	GUM, QUAD 9", 9", 12", 8"	145854	2095600	78			MARK FOR TRIMMING	70			1						1
T270	Y	GUM, TWIN 10", 10"	145854	2095603	78			MARK FOR TRIMMING	70									1
T271	Y	WATEROAK 9"	145852	2095603	78			MARK FOR TRIMMING	70									1
T272	Y	GUM 11"	145846	2095600	78			MARK FOR TRIMMING	70									1
T273	Y	GUM, TRIPLE 15", 12", 10"	145827	2095589	76	60	16	REMOVE										1
T274	Y	WATEROAK 6"	145828	2095574	62	60	2	MARK FOR TRIMMING	52			1						1
T275	Y	WATEROAK 9"	145816	2095568	58	60	-2	MARK FOR TRIMMING	52									1
T276	Y	WATEROAK 7"	145832	2095554	59	60	-1	MARK FOR TRIMMING	52									1
T277	Y	BLACKCHERRY 11"	145836	2095563	55	60	-5	MARK FOR TRIMMING	52									1
T278	Y	WATEROAK 11"	145832	2095543	78	60	18	REMOVE										1
T279	Y	WATEROAK 6"	145804	2095555	56	59	-3	MARK FOR TRIMMING	51									1
T280	Y	WATEROAK, TWIN 14", 20"	145820	2095520	82	59	23	REMOVE										1
T281	Y	LIVEOAK, TWIN 16", 11"	145802	2095512	69	59	10	REMOVE										1
T282	Y	WATEROAK 6"	145812	2095527				DO NOT DISTURB										1
T283	Y	LAURELOAK 7"	145783	2095574	52	59	-7	MARK FOR TRIMMING	51									1
T284	Y	REDMAPLE 6"	145768	2095564	39	58	-19	DO NOT DISTURB										1
T285	Y	REDMAPLE 6"	145766	2095563	56	58	-2	MARK FOR TRIMMING	50									1
T286	Y	GUM 8"	145764	2095561	61	58	3	MARK FOR TRIMMING	50									1
T287	Y	GUM 9"	145753	2095553	58	58	0	MARK FOR TRIMMING	50									1
T288	Y	GUM 7"	145766	2095549	63	58	5	MARK FOR TRIMMING	50									1
T289	Y	REDMAPLE 7"	145730	2095534	54	57	-3	MARK FOR TRIMMING	49									1
T290	Y	LIVEOAK 23"	145731	2095516	69	57	12	REMOVE										1
T291	Y	GUM 9"	145705	2095517	65	56	9	REMOVE										1
T292	Y	REDMAPLE 8"	145701	2095512	66	56	10	REMOVE										1
T293	Y	REDMAPLE 6"	145695	2095511	58	56	2	MARK FOR TRIMMING	48									1
T294	Y	REDMAPLE 11"	145681	2095509	72	55	17	REMOVE										1
T295	Y	REDMAPLE 7"	145683	2095505	63	55	8	MARK FOR TRIMMING	47									1
T296	Y	REDMAPLE, CLUSTER 7", 6", 10", 7", 9"	145672	2095501	66	55	11	REMOVE										1
T297	Y	GUM 6"	145669	2095491	51	55	-4	MARK FOR TRIMMING	47									1
T298	Y	WATEROAK 6"	145673	2095471	53	55	-2	MARK FOR TRIMMING	47									1
T299	Y	WATEROAK 15"	145696	2095468	81	55	26	REMOVE										1
T300	Y	LIVEOAK, TWIN 12", 12"	145703	2095474	82	55	27	REMOVE										1
T301	Y	GUM 10"	145706	2095473	67	56	11	REMOVE										1
T302	Y	LIVEOAK 12"	145712	2095475	74	56	18	REMOVE										1
T303	Y	LIVEOAK 9"	145715	2095468	71	56	15	REMOVE										1
T304	Y	LIVEOAK 14"	145708	2095491	71	56	15	REMOVE										1
T305	Y	LIVEOAK 19"	145736	2095500	74	57	17	REMOVE										1
T306	Y	WATEROAK 10"	145739	2095504	78	57	21	REMOVE										1
T307	Y	WATEROAK 16"	145763	2095514	73	58	15	REMOVE										1
T308	Y	LIVEOAK 21"	145772	2095519	71	58	13	REMOVE										1
T309	Y	WATEROAK 11"	145771	2095486	67	57	10	REMOVE										1
T310	Y	WATEROAK 22"	145771	2095481	86	57	29	REMOVE										1
T311	Y	LIVEOAK 13"	145760	2095485	80	57	23	REMOVE										1
T312	Y	LIVEOAK 11"	145757	2095486	73	57	16	REMOVE										1
T313	Y	WATEROAK 13"	145756	2095482	87	57	30	REMOVE										1
T314	Y	WATEROAK 10"	145748	2095478	79	57	22	REMOVE										1
T315	Y	WATEROAK 14"	145742	2095470	63	56	7	MARK FOR TRIMMING	48									1
T316	Y	LIVEOAK 10"	145749	2095464	86	57	29	REMOVE										1
T317	Y	LAURELOAK 10"	145744	2095450	84	56	28	REMOVE										1
T318	Y	LAURELOAK 11"	145737	2095452	81	56	25	REMOVE										1
T319	Y	LAURELOAK 9"	145734	2095446	81	56	25	REMOVE										1
T320	Y	LIVEOAK, TRIPLE 12", 13", 14", & SINGLE 10"	145718	2095453	75	56	19	REMOVE										1
T321	Y	LIVEOAK 14"	145707	2095423	72	55	17	REMOVE										1
T322	Y	LIVEOAK 9"	145708	2095427	82	55	27	REMOVE										1
T323	Y	LIVEOAK 8"	145712	2095426	62	55	7	MARK FOR TRIMMING	47									1
T324	Y	LAURELOAK 8"	145720	2095407	70	55	15	REMOVE										1
T325	Y	LIVEOAK 15"	145729	2095423	80	55	25	REMOVE										1
T326	Y	LIVEOAK 7"	145739	2095416	60	56	4	MARK FOR TRIMMING	48									1
T328	Y	WATEROAK 10"	145758	2095392	70	56	14	REMOVE										1
T329	Y	LAURELOAK 29"	145773	2095419	70	57	13	REMOVE										1
T330	Y	LIVEOAK 9"	145777	2095421	69	57	12	REMOVE										1
T331	Y	LIVEOAK, TWIN 17", 14"	145794	2095399	81	57	24	REMOVE										1
T332	Y	LIVEOAK 17"	145816	2095424	88	58	30	REMOVE										1
T333	Y	LIVEOAK 9"	145823	2095427	68	58	10	REMOVE										1
T334	Y	LIVEOAK 10"	145826	2095422	75	58	17	REMOVE										1
T335	Y	LIVEOAK 24"	145842	2095410	89	58	31	REMOVE										1
T336	Y	LIVEOAK 26"	145842	2095392	78	58	20	REMOVE										1
T337	Y	LIVEOAK 17"	145851	2095414	74	59	15	REMOVE										1
T338	Y	LIVEOAK 22"	145840	2095419	79	58	21	REMOVE										1
T339	Y	LIVEOAK 11"	145832	2095432	77	58	19	REMOVE										1
T340	Y	LAURELOAK 9"	145831	2095447	75	58	17	REMOVE										1
T341	Y	LAURELOAK 9"	145842	2095449	57	59	-2	MARK FOR TRIMMING	51									1
T342	Y	LIVEOAK 18"	145854	2095429	90	59	31	REMOVE										1
T343	Y	WATEROAK 6" DYING	145860	2095464				DO NOT DISTURB										1
T344	Y	WATEROAK 10"	145838	2095472	80	59	21	REMOVE										1
T345	Y	WATEROAK, TWIN 14", 14"	145848	2095477	82	59	23	REMOVE										1

NOTES:

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REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY HAP/AWF DATE 05-14-2010
 DRAWN BY SAS DATE 06-08-2010
 CHECKED BY JES/CFS DATE 05-20-2010



PLANS PREPARED BY
 WILBUR SMITH ASSOCIATES, INC.
 ENGINEERS, PLANNERS, ECONOMISTS

PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

PROJECT NO. (CLIENT) _____ PROJECT NO. (WSA) 104460/OBSREM
 TREE DATA (4 OF 17)
 FAA A.I.P. 3-45-0030-029-2010 NO. 9 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)					
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'	HDWD >20'	
T346	Y	LIVEOAK 7"	145845	2095482	67	59	8	MARK FOR TRIMMING	51										
T347	Y	LAURELOAK 14"	145835	2095485	84	59	25	REMOVE											
T348	Y	LIVEOAK 6"	145868	2095473	67	60	7	MARK FOR TRIMMING	52			1							1
T349	Y	LIVEOAK 7"	145871	2095485	63	60	3	MARK FOR TRIMMING	52										1
T350	Y	LIVEOAK 7"	145883	2095484	69	60	9	MARK FOR TRIMMING	52										1
T351	Y	LIVEOAK 8"	145892	2095478	70	60	10	REMOVE											1
T352	Y	BLACKCHERRY 9"	145897	2095473	63	61	2	MARK FOR TRIMMING	53			1							1
T353	Y	LIVEOAK 19"	145902	2095482	77	61	16	REMOVE											1
T354	Y	LIVEOAK CLUSTER 17" 7" & TWIN 17" 12"	145903	2095489	99	61	38	REMOVE								1			
T355	Y	LIVEOAK TWIN 9" 14"	145893	2095503	71	61	10	REMOVE											1
T356	Y	LIVEOAK 10"	145885	2095501	64	61	3	MARK FOR TRIMMING	53			1	1						1
T357	Y	BLACKCHERRY 8"	145882	2095498	64	61	3	MARK FOR TRIMMING	53										1
T358	Y	LIVEOAK 38"	145856	2095524	71	60	11	MARK FOR TRIMMING	59										1
T359	Y	LAURELOAK 14"	145836	2095517	80	60	20	REMOVE											1
T360	Y	LAURELOAK 9"	145717	2095382	73	55	18	REMOVE											1
T361	Y	LAURELOAK 9"	145715	2095386	54	55	-1	MARK FOR TRIMMING	47			1	1						1
T362	Y	LAURELOAK 12"	145711	2095392	79	55	24	REMOVE											1
T363	Y	LAURELOAK 13"	145707	2095396	77	55	22	REMOVE				1							1
T364	Y	WATEROAK 9"	145685	2095411	66	54	12	REMOVE				1	1						1
T365	Y	WATEROAK TWIN 10" 5"	145677	2095403	75	54	21	REMOVE				1							1
T366	Y	LIVEOAK 16"	145658	2095416	57	53	4	MARK FOR TRIMMING	45				1						1
T367	Y	WATEROAK 8"	145659	2095438	58	54	4	MARK FOR TRIMMING	46										1
T368	Y	PINE 12"	145669	2095439	66	54	12	REMOVE											1
T369	Y	WATEROAK 6"	145645	2095452	48	54	-5	MARK FOR TRIMMING	45			1							1
T370	Y	REDMAPLE 16"	145639	2095482	53	54	-1	MARK FOR TRIMMING	46										1
T371	Y	REDMAPLE 9"	145651	2095481	63	54	9	REMOVE											1
T372	Y	REDMAPLE 9"	145633	2095489	64	54	10	REMOVE				1							1
T373	Y	GUM 9"	145634	2095445	60	53	7	MARK FOR TRIMMING	45			1							1
T374	Y	LIVEOAK 17"	145649	2095397	70	53	17	REMOVE											1
T375	Y	WATEROAK 12"	145635	2095387	49	53	-3	MARK FOR TRIMMING	44				1						1
T376	Y	GUM 6"	145620	2095403	53	52	1	MARK FOR TRIMMING	44										1
T377	Y	REDMAPLE 8"	145616	2095389	71	52	19	REMOVE											1
T379	Y	REDMAPLE 11"	145617	2095379	79	52	27	REMOVE				1							1
T380	Y	REDMAPLE TWIN 6" 6"	145615	2095373	71	52	19	REMOVE				1							1
T381	Y	GUM 6"	145617	2095369	68	52	16	REMOVE				1							1
T382	Y	GUM 12"	145624	2095365	77	52	25	REMOVE				1							1
T383	Y	GUM 9"	145620	2095355	65	52	13	REMOVE				1							1
T384	Y	GUM 12"	145618	2095329	70	51	19	REMOVE				1							1
T385	Y	GUM 9"	145600	2095345	65	51	14	REMOVE				1							1
T386	Y	GUM 9"	145600	2095312	60	51	9	REMOVE				1							1
T387	Y	LIVEOAK TWIN 19" 22"	145639	2095321	57	52	5	MARK FOR TRIMMING	44			1							1
T388	Y	WATEROAK 20"	145659	2095317	90	52	38	REMOVE											1
T389	Y	WATEROAK 7"	145646	2095311	60	52	8	REMOVE											1
T390	Y	REDMAPLE 8"	145632	2095291	59	51	8	REMOVE				1	1						1
T391	Y	GUM 7"	145623	2095273	50	51	-1	MARK FOR TRIMMING	43			1							1
T392	Y	LIVEOAK 10"	145644	2095266	54	51	3	MARK FOR TRIMMING	43										1
T393	Y	REDMAPLE 7"	145661	2095269	49	52	-3	MARK FOR TRIMMING	44										1
T394	Y	GUM 8"	145686	2095245	46	51	-5	MARK FOR TRIMMING	43										1
T395	Y	WATEROAK 6"	145706	2095246	47	53	-6	MARK FOR TRIMMING	45										1
T396	Y	LIVEOAK 12"	145728	2095257	57	53	4	MARK FOR TRIMMING	45										1
T397	Y	WATEROAK 8"	145744	2095263	65	54	11	REMOVE											1
T398	Y	WATEROAK 9"	145741	2095246	65	54	11	REMOVE				1							1
T399	Y	WATEROAK 6"	145750	2095250	58	54	4	MARK FOR TRIMMING	46			1							1
T400	Y	WATEROAK 7"	145752	2095265	58	54	4	MARK FOR TRIMMING	46										1
T401	Y	WATEROAK 6"	145763	2095271	61	54	7	MARK FOR TRIMMING	46										1
T402	Y	LIVEOAK 15"	145777	2095282	70	55	15	REMOVE											1
T403	Y	LAURELOAK 7"	145757	2095313	63	55	8	REMOVE											1
T404	Y	LIVEOAK 10"	145766	2095314	60	55	5	MARK FOR TRIMMING	47			1	1						1
T405	Y	WATEROAK 9"	145797	2095320	56	56	0	MARK FOR TRIMMING	48										1
T406	Y	LAURELOAK 10"	145801	2095327	60	56	4	MARK FOR TRIMMING	48										1
T407	Y	BLACKCHERRY 9"	145799	2095328	64	56	8	MARK FOR TRIMMING	48										1
T408	Y	WATEROAK 7"	145799	2095336	67	56	11	REMOVE											1
T409	Y	WATEROAK 8"	145791	2095334	60	56	4	MARK FOR TRIMMING	48			1							1
T410	Y	LAURELOAK 6"	145786	2095329	52	56	-4	MARK FOR TRIMMING	48										1
T411	Y	LAURELOAK 15"	145781	2095332	48	56	-8	DO NOT DISTURB											1
T412	Y	LAURELOAK 11"	145804	2095359	70	57	13	REMOVE				1							1
T413	Y	LIVEOAK 15"	145822	2095375	80	57	23	REMOVE											1
T414	Y	LAURELOAK 7"	145818	2095380	52	57	-5	MARK FOR TRIMMING	49				1						1
T415	Y	WATEROAK 15"	145758	2095375	73	56	17	REMOVE											1
T416	Y	LAURELOAK 15"	145751	2095382	67	56	11	REMOVE					1						1
T417	Y	WATEROAK 8"	145739	2095350	60	55	5	MARK FOR TRIMMING	47				1						1
T418	Y	WATEROAK 10"	145715	2095356	74	54	20	REMOVE											1
T419	Y	WATEROAK 10"	145715	2095352	74	54	20	REMOVE				1							1
T420	Y	LIVEOAK 9"	145717	2095353				DO NOT DISTURB				1							1
T421	Y	WATEROAK 17"	145714	2095346	59	54	5	MARK FOR TRIMMING	46										1
T422	Y	WATEROAK 16"	145686	2095371	67	54	13	REMOVE											1
T423	Y	WATEROAK 12"	145690	2095356	80	54	26	REMOVE											1
T424	Y	WATEROAK 17"	145694	2095348	77	54	23	REMOVE				1	1						1

NOTES:

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 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS. I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY HAP/AF DATE 05-14-2010
 DRAWN BY SAS DATE 06-08-2010
 CHECKED BY JES/CFS DATE 05-20-2010



PLANS PREPARED BY
 PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (5 OF 17)
 PROJECT NO. (CLIENT)
 PROJECT NO. (WSA)
 104460OBSREM
 FAA A.I.P. 3-45-0030-029-2010
 NO. 10 OF 22

PLOTTED - STATES RESOURCES - 8/15/10

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10" to 20"	HDWD >20"	
T425	Y	WATEROAK, 16"	145688	2095344	62	53	9	REMOVE											
T426	Y	WATEROAK, 10"	145681	2095330	65	53	12	REMOVE											
T427	Y	LIVEOAK, 12"	145679	2095311	72	53	19	REMOVE											
T428	Y	LIVEOAK, TWIN 19", 14"	145692	2095313	79	53	26	REMOVE											
T429	Y	LIVEOAK, 6"	145710	2095312				DO NOT DISTURB											
T430	Y	LIVEOAK, 14"	145725	2095307	67	54	13	REMOVE											
T431	Y	LIVEOAK, 22"	145719	2095298	71	54	17	REMOVE											
T432	Y	WATEROAK, 8"	145720	2095287	28	53	-25	DO NOT DISTURB											
T433	Y	WATEROAK, 6"	145736	2095277	45	54	-9	DO NOT DISTURB											
T434	Y	WATEROAK, 11"	145660	2095336	89	53	36	REMOVE											
T435	Y	WATEROAK, TWIN 13", 14"	145649	2095348	73	52	21	REMOVE											
T436	Y	WATEROAK, 10"	145654	2095352	75	53	22	REMOVE											
T437	Y	LIVEOAK, 8"	145645	2095353	62	52	10	REMOVE											
T438	Y	REDMAPLE, 8"	145562	2095407	61	51	10	REMOVE											
T439	Y	REDMAPLE, 6"	145559	2095403				DO NOT DISTURB											
T440	Y	GUM, 9"	145558	2095399	53	51	2	MARK FOR TRIMMING	43										
T441	Y	LIVEOAK, 10"	145548	2095412	53	51	2	MARK FOR TRIMMING	43										
T442	N	LAURELOAK, CLUSTER 7", 6"	145534	2095416				LS REMOVE											
T443	N	WATEROAK, 7"	145502	2095405				LS REMOVE											
T444	N	WATEROAK, CLUSTER 9", 6"	145492	2095385				LS REMOVE											
T445	N	LIVEOAK, 10"	145461	2095350				LS REMOVE											
T446	N	LIVEOAK, 10"	145456	2095344				LS REMOVE											
T447	N	LIVEOAK, 11"	145452	2095340				LS REMOVE											
T448	N	LIVEOAK, 9"	145453	2095344				LS REMOVE											
T449	N	LAURELOAK, 8"	145439	2095341				LS REMOVE											
T450	N	LIVEOAK, TWIN 13", 5"	145452	2095281				LS REMOVE											
T451	N	LIVEOAK, 12"	145460	2095289				LS REMOVE											
T452	N	WATEROAK, 10"	145462	2095305				LS REMOVE											
T453	N	LIVEOAK, TWIN 13", 11"	145478	2095302				LS REMOVE											
T454	N	LAURELOAK, 10"	145493	2095331				LS REMOVE											
T455	N	LAURELOAK, 12"	145496	2095329				LS REMOVE											
T456	N	WATEROAK, 8"	145488	2095333				LS REMOVE											
T457	N	BLACKCHERRY, 8"	145519	2095332				LS REMOVE											
T458	N	LAURELOAK, 7"	145523	2095326				LS REMOVE											
T459	N	LIVE OAK, TWIN 10", 10"	145537	2095326	59	49	10	LS REMOVE											
T460	N	LIVEOAK, QUAD 16", 12", 10", 16"	145540	2095335	68	49	18	LS REMOVE											
T461	N	LIVEOAK, TWIN 13", 17"	145547	2095370				LS REMOVE											
T462	N	LIVEOAK, 8"	145539	2095381				LS REMOVE											
T463	N	WATEROAK, 13"	145535	2095365				LS REMOVE											
T464	N	WATEROAK, 13"	145524	2095378				LS REMOVE											
T465	N	LIVEOAK, 10"	145527	2095398				LS REMOVE											
T466	Y	REDMAPLE, 7"	145558	2095403	53	51	2	MARK FOR TRIMMING	43										
T467	Y	REDMAPLE, 6"	145568	2095385	50	51	-1	MARK FOR TRIMMING	43										
T468	Y	GUM, 7"	145580	2095386	50	51	-1	MARK FOR TRIMMING	43										
T469	Y	REDMAPLE, 9"	145579	2095362	56	51	5	MARK FOR TRIMMING	43										
T470	Y	GUM, 9"	145583	2095351	65	51	14	REMOVE											
T471	Y	LIVEOAK, 14"	145559	2095359	62	50	12	REMOVE											
T472	N	WATEROAK, TWIN 9", 10"	145542	2095307				LS REMOVE											
T473	Y	WATEROAK, 13"	145556	2095324	69	50	19	REMOVE											
T474	Y	LAURELOAK, 12"	145564	2095337	73	50	23	REMOVE											
T475	Y	BLACKCHERRY, 7"	145561	2095341	60	50	10	REMOVE											
T476	Y	BLACKCHERRY, 8"	145559	2095342	58	50	8	REMOVE											
T477	Y	GUM, 6"	145578	2095337	64	50	14	REMOVE											
T478	Y	WATEROAK, 6"	145567	2095322	60	50	10	REMOVE											
T479	Y	WATEROAK, 13"	145570	2095304	66	50	16	REMOVE											
T480	Y	LIVEOAK, TWIN 12", 14"	145578	2095292	71	50	21	REMOVE											
T481	Y	BLACKCHERRY, 7"	145585	2095263	52	50	2	MARK FOR TRIMMING	42										
T482	N	LIVEOAK, TRIPLE 10", 10", 6"	145566	2095262				LS REMOVE											
T483	Y	LIVEOAK, TWIN 11", 12"	145592	2095243	55	50	5	REMOVE											
T484	N	WATEROAK, TRIPLE 15", 9", 10"	145567	2095236				LS REMOVE											
T485	N	PINE, 21"	145559	2095237				LS REMOVE											
T486	N	WATEROAK, 10"	145546	2095263				LS REMOVE											
T487	N	LIVEOAK, 10"	145542	2095261				LS REMOVE											
T488	N	LAURELOAK, 8"	145545	2095290				LS REMOVE											
T489	N	LAURELOAK, 8"	145534	2095295				LS REMOVE											
T490	N	WATEROAK, 14"	145510	2095306				LS REMOVE											
T491	N	LIVEOAK, 8"	145513	2095311				LS REMOVE											
T492	N	LIVEOAK, 9"	145514	2095307				LS REMOVE											
T493	N	LIVEOAK, 11"	145515	2095305				LS REMOVE											
T494	N	LIVEOAK, TWIN 9", 8"	145506	2095305				LS REMOVE											
T495	N	LIVEOAK, TWIN 11", 7"	145492	2095291				LS REMOVE											
T496	N	LIVEOAK, 10"	145491	2095285				LS REMOVE											
T497	N	LIVEOAK, TWIN 10", 25"	145504	2095284				LS REMOVE											
T498	N	LIVEOAK, 9"	145503	2095277				LS REMOVE											
T499	N	LAURELOAK, 8"	145520	2095280				LS REMOVE											
T500	N	LAURELOAK, 18"	145492	2095245				LS REMOVE											
T501	N	WATEROAK, 12"	145488	2095259				LS REMOVE											
T502	N	LIVEOAK, TWIN 8", 6"	145489	2095250				LS REMOVE											
T503	N	LIVEOAK, 7"	145480	2095259				LS REMOVE											

NOTES:

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REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY HAP/AWF DATE 05-14-2010
 DRAWN BY SAS DATE 06-08-2010
 CHECKED BY JES/CFS DATE 05-20-2010



PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (6 OF 17)

PROJECT NO. (CLIENT) PROJECT NO. (WRA)
 104460/OBSREM

FAA A.I.P. 3-45-0030-029-2010 NO. 11 OF 22

REVISIONS - STATES DIRECTORY - BUILDS

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'	HDWD >20'	
T504	N	LIVEOAK 10"	145472	2095262				LS REMOVE											
T505	N	LIVEOAK TWIN 9", 9"	145471	2095267				LS REMOVE											
T506	N	LIVEOAK 10"	145477	2095250				LS REMOVE											
T507	N	WATEROAK TWIN 10", 7"	145469	2095245				LS REMOVE											
T508	N	LIVEOAK 11"	145484	2095244				LS REMOVE											
T509	N	WATEROAK 16"	145486	2095236				LS REMOVE											
T510	N	WATEROAK 8"	145474	2095230				LS REMOVE											
T511	N	LAURELOAK 10"	145515	2095235				LS REMOVE											
T512	N	WATEROAK 13"	145437	2095253				LS REMOVE											
T513	N	LIVEOAK CLUSTER 7", 10"	145442	2095268				LS REMOVE											
T514	N	LIVEOAK 7"	145435	2095269				LS REMOVE											
T515	N	BLACKCHERRY 8"	145425	2095273				LS REMOVE											
T516	N	WATEROAK TRIPLE 10", 13", 16"	145422	2095279				LS REMOVE											
T517	N	LIVEOAK TWIN 9", 9"	145392	2095283				LS REMOVE											
T518	N	LIVEOAK CLUSTER 10", 14"	145391	2095278				LS REMOVE											
T519	N	LIVEOAK 6"	145400	2095260				LS REMOVE											
T520	N	LIVEOAK CLUSTER 11", 11"	145404	2095254				LS REMOVE											
T521	N	LIVEOAK 6"	145413	2095259				LS REMOVE											
T522	N	LIVEOAK CLUSTER 7", 9", 6", & TWIN 8", 7"	145419	2095256				LS REMOVE											
T523	N	WATEROAK 21"	145364	2095249				LS REMOVE											
T524	N	LAURELOAK CLUSTER 9", 10"	145374	2095211				LS REMOVE											
T525	N	LIVEOAK 12"	145380	2095211				LS REMOVE											
T526	N	LIVEOAK 7"	145385	2095207				LS REMOVE											
T527	N	LIVEOAK 18"	145373	2095193				LS REMOVE											
T528	N	PINE 7"	145361	2095199				LS REMOVE											
T529	N	LAURELOAK TWIN 6", 5"	145327	2095176				LS REMOVE											
T530	N	LAURELOAK 15"	145322	2095157				LS REMOVE											
T531	N	LAURELOAK TWIN 10", 9"	145322	2095159				LS REMOVE											
T532	N	LIVEOAK 7"	145315	2095166				LS REMOVE											
T533	N	PINE 15"	145307	2095179				LS REMOVE											
T534	N	LAURELOAK TWIN 8", 8"	145325	2095146				LS REMOVE											
T535	N	LIVEOAK 6"	145318	2095138				LS REMOVE											
T536	N	LIVEOAK 7"	145317	2095142				LS REMOVE											
T537	N	LIVEOAK CLUSTER 7", 11"	145311	2095125				LS REMOVE											
T538	N	LIVEOAK 7"	145310	2095121				LS REMOVE											
T539	N	LIVEOAK 6"	145313	2095116				LS REMOVE											
T540	N	LAURELOAK 10"	145334	2095129				LS REMOVE											
T541	N	LAURELOAK 10"	145330	2095130				LS REMOVE											
T542	N	LAURELOAK TWIN 10", 9"	145345	2095139				LS REMOVE											
T543	N	LAURELOAK 11"	145343	2095147				LS REMOVE											
T544	N	WATEROAK 9"	145361	2095157				LS REMOVE											
T545	N	LAURELOAK 12"	145376	2095181				LS REMOVE											
T546	N	LAURELOAK 6"	145376	2095186				LS REMOVE											
T547	N	LAURELOAK 7"	145389	2095169				LS REMOVE											
T548	N	LAURELOAK 8"	145386	2095168				LS REMOVE											
T549	N	LAURELOAK 9"	145390	2095165				LS REMOVE											
T550	N	LAURELOAK 9"	145389	2095163				LS REMOVE											
T551	N	LAURELOAK 8"	145394	2095158				LS REMOVE											
T552	N	LAURELOAK TWIN 8", 7"	145384	2095155				LS REMOVE											
T553	N	LAURELOAK 10"	145402	2095143				LS REMOVE											
T554	N	LAURELOAK 9"	145410	2095136				LS REMOVE											
T555	N	LAURELOAK 9"	145412	2095140				LS REMOVE											
T556	N	LAURELOAK 6"	145423	2095134				LS REMOVE											
T557	N	LAURELOAK 8"	145425	2095128				LS REMOVE											
T558	N	WATEROAK TRIPLE 9", 11", 11"	145452	2095138				LS REMOVE											
T559	N	LAURELOAK 7"	145440	2095151				LS REMOVE											
T560	N	LAURELOAK 6"	145430	2095148				LS REMOVE											
T561	N	LAURELOAK 6"	145415	2095161				LS REMOVE											
T562	N	LAURELOAK 6"	145415	2095164				LS REMOVE											
T563	N	LAURELOAK 6"	145412	2095162				LS REMOVE											
T564	N	LAURELOAK 7"	145405	2095172				LS REMOVE											
T565	N	LAURELOAK 7"	145415	2095178				LS REMOVE											
T566	N	LAURELOAK 6"	145431	2095174				LS REMOVE											
T567	N	LAURELOAK 6"	145435	2095190				LS REMOVE											
T568	N	LAURELOAK 8"	145463	2095182				LS REMOVE											
T569	N	LIVEOAK 22"	145476	2095193				LS REMOVE											
T570	N	LIVEOAK 11"	145476	2095197				LS REMOVE											
T571	N	WATEROAK 11"	145465	2095209				LS REMOVE											
T572	N	LIVEOAK 6"	145470	2095216				LS REMOVE											
T573	N	WATEROAK 11"	145458	2095241				LS REMOVE											
T574	N	LIVEOAK 8"	145445	2095216				LS REMOVE											
T575	N	LIVEOAK 6"	145440	2095221				LS REMOVE											
T576	N	LIVEOAK 8"	145440	2095210				LS REMOVE											
T577	N	LIVEOAK 9", DEAD	145426	2095202				LS REMOVE											
T578	N	LIVEOAK 9"	145418	2095199				LS REMOVE											
T579	N	LIVEOAK 8"	145409	2095200				LS REMOVE											
T580	N	LIVEOAK 10"	145404	2095197				LS REMOVE											
T581	N	LIVEOAK 6"	145403	2095200				LS REMOVE											
T582	N	LIVEOAK 14"	145401	2095205				LS REMOVE											

NOTES:

- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REV. NO.		DATE	DESCRIPTION OF REVISION

DESIGNED BY: <u>HAP/AWF</u> DATE: <u>05-14-2010</u> DRAWN BY: <u>SAS</u> DATE: <u>06-08-2010</u> CHECKED BY: <u>JESCFS</u> DATE: <u>05-20-2010</u>			PLANS PREPARED BY ENGINEERS PLANNERS ECONOMISTS	PLANS PREPARED FOR BEAUFORT COUNTY HILTON HEAD ISLAND AIRPORT (HXD) HILTON HEAD ISLAND, SC	TREE DATA (7 OF 17)
		PROJECT NO. (CLIENT)	PROJECT NO. (WSA)	FAA A.I.P. 3-45-0030-029-2010	No. 12 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10'	HDWD >10' to 20'	HDWD >20'	
T583	N	LIVEOAK 9"	145408	2095213				LS REMOVE											
T584	N	LIVEOAK 6"	145414	2095213				LS REMOVE											
T585	N	LIVEOAK 6"	145414	2095218				LS REMOVE											
T586	N	LIVEOAK 6"	145421	2095221				LS REMOVE											
T587	N	LIVEOAK 6"	145422	2095216				LS REMOVE											
T588	N	LIVEOAK 6"	145426	2095218				LS REMOVE											
T589	N	LIVEOAK 7"	145428	2095230				LS REMOVE											
T590	N	LIVEOAK 6"	145433	2095231				LS REMOVE											
T591	N	WATEROAK 11"	145432	2095230				LS REMOVE											
T592	N	LAURELOAK 6"	145415	2095227				LS REMOVE											
T593	N	LIVEOAK 7"	145248	2095158				LS REMOVE											
T594	N	LAURELOAK 9"	145215	2095189				LS REMOVE											
T595	N	LAURELOAK 8"	145213	2095188				LS REMOVE											
T596	N	LAURELOAK 6"	145210	2095187				LS REMOVE											
T597	N	LAURELOAK 8"	145209	2095185				LS REMOVE											
T598	N	LAURELOAK 7"	145184	2095194				LS REMOVE											
T599	N	LAURELOAK 8"	145182	2095190				LS REMOVE											
T600	N	LAURELOAK 6"	145185	2095189				LS REMOVE											
T601	N	WATEROAK 7"	145211	2095176				LS REMOVE											
T602	N	WATEROAK 9"	145210	2095169				LS REMOVE											
T603	N	WATEROAK 9"	145200	2095177				LS REMOVE											
T604	N	WATEROAK 8"	145168	2095190				LS REMOVE											
T605	N	WATEROAK 9"	145165	2095215				LS REMOVE											
T606	N	LAURELOAK 7"	145157	2095213				LS REMOVE											
T607	N	LAURELOAK 8"	145150	2095209				LS REMOVE											
T608	N	PINE 8"	145131	2095193				LS REMOVE											
T609	N	PINE 11"	145154	2095188				LS REMOVE											
T610	N	LAURELOAK 8"	145192	2095165				LS REMOVE											
T611	N	LAURELOAK TWIN 10", 10"	145187	2095160				LS REMOVE											
T612	N	WATEROAK 9"	145183	2095152				LS REMOVE											
T613	N	WATEROAK 8"	145187	2095148				LS REMOVE											
T614	N	PINE 10", BEEN TOPPED	145143	2095142				LS REMOVE											
T615	N	LIVEOAK 11"	145134	2095140				LS REMOVE											
T617	N	LAURELOAK	145128	2095121				LS REMOVE											
T618	N	LIVEOAK TWIN 9", 7"	145211	2095127				LS REMOVE											
T619	N	LIVEOAK 14"	145215	2095124				LS REMOVE											
T620	N	LIVEOAK TWIN 7", 7"	145204	2095120				LS REMOVE											
T621	N	WATEROAK TWIN 10", 10"	145192	2095119				LS REMOVE											
T622	N	LAURELOAK 6"	145171	2095120				LS REMOVE											
T623	N	LIVEOAK 8"	145165	2095115				LS REMOVE											
T624	N	LIVEOAK 6"	145161	2095109				LS REMOVE											
T625	N	LIVEOAK CLUSTER 6", 5", 8"	145160	2095098				LS REMOVE											
T626	N	LAURELOAK TWIN 7", 7"	145135	2095090				LS REMOVE											
T627	N	LAURELOAK 11"	145154	2095062				LS REMOVE											
T628	N	WATEROAK 8"	145222	2095056				LS REMOVE											
T629	N	LAURELOAK 6"	145224	2095061				LS REMOVE											
T630	N	LIVEOAK 6"	145221	2095092				LS REMOVE											
T631	N	LIVEOAK 7"	145234	2095102				LS REMOVE											
T632	N	LIVEOAK 7"	145232	2095150				LS REMOVE											
T633	N	WATEROAK 14"	145241	2095137				LS REMOVE											
T634	N	LIVEOAK TWIN 5", 8"	145265	2095100				LS REMOVE											
T635	N	LIVEOAK 7"	145272	2095102				LS REMOVE											
T636	N	WATEROAK 8"	145260	2095084				LS REMOVE											
T637	N	LAURELOAK TRIPLE 6", 5", 4"	145262	2095058				LS REMOVE											
T638	N	LAURELOAK 7"	145270	2095039				LS REMOVE											
T639	N	PINE 12"	145293	2095052				LS REMOVE											
T640	N	LAURELOAK SINGLE 8", & TWIN 7", 8", & TWIN 8", 8"	145336	2095032				LS REMOVE											
T641	N	PINE 11"	145338	2095058				LS REMOVE											
T642	N	PINE 11"	145355	2095067				LS REMOVE											
T643	N	PINE 11"	145369	2095055				LS REMOVE											
T644	N	LAURELOAK 6"	145340	2095089				LS REMOVE											
T645	N	LAURELOAK 6"	145339	2095092				LS REMOVE											
T646	N	LAURELOAK 7"	145329	2095087				LS REMOVE											
T647	N	LAURELOAK 6"	145327	2095077				LS REMOVE											
T648	N	LAURELOAK 6"	145326	2095076				LS REMOVE											
T649	N	PINE 15"	145308	2095087				LS REMOVE											
T650	N	WATEROAK 11"	145297	2095076				LS REMOVE											
T651	N	LAURELOAK 13"	145284	2095084				LS REMOVE											
T652	N	LIVEOAK 6"	145280	2095080				LS REMOVE											
T653	N	LAURELOAK 8"	145278	2095088				LS REMOVE											
T654	N	WATEROAK 6"	145144	2095271				LS REMOVE											
T655	N	LAURELOAK 6"	145152	2095250				LS REMOVE											
T656	N	WATEROAK TRIPLE 8", 5", 5"	145163	2095237				LS REMOVE											
T657	N	WATEROAK TWIN 11", 10"	145174	2095239				LS REMOVE											
T658	N	LAURELOAK 7"	145149	2095228				LS REMOVE											
T659	N	LAURELOAK 7"	145143	2095231				LS REMOVE											
T660	N	LAURELOAK 6"	145142	2095227				LS REMOVE											
T661	N	LAURELOAK 6"	145138	2095225				LS REMOVE											
T662	N	LAURELOAK CLUSTER 7", 8", 7"	145123	2095235				LS REMOVE											

NOTES:

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PLOTTED - STATES DIRECTORY - BTLES

REVISIONS:	
REV. NO.	DATE

DESIGNED BY	HAP/AWF	DATE	05-14-2010
DRAWN BY	SAS	DATE	06-08-2010
CHECKED BY	JESCFS	DATE	05-20-2010



PLANS PREPARED FOR	
BEAUFORT COUNTY	
HILTON HEAD ISLAND AIRPORT (HXD)	
HILTON HEAD ISLAND, SC	
PROJECT NO. (CLIENT)	PROJECT NO. (WSA)
	104460OBSREM

TREE DATA (8 OF 17)	
FAA A.I.P. 3-45-0030-029-2010	NO. 13 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)		
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"
T663	N	LAURELOAK 6", 6"	145136	2095248				LS REMOVE								
T664	N	LAURELOAK 6"	145130	2095261				LS REMOVE								
T665	N	WATEROAK 8"	145111	2095258				LS REMOVE								
T666	N	WATEROAK 6"	145110	2095265				LS REMOVE								
T667	N	LIVEOAK 15"	145095	2095249				LS REMOVE								
T668	N	WATEROAK 8"	145093	2095240				LS REMOVE								
T669	N	WATEROAK 6"	145083	2095232				LS REMOVE								
T670	N	WATEROAK 8"	145071	2095234				LS REMOVE								
T671	N	WATEROAK 8"	145078	2095240				LS REMOVE								
T672	N	WATEROAK 7"	145078	2095245				LS REMOVE								
T673	N	WATEROAK 9"	145078	2095258				LS REMOVE								
T674	N	LIVEOAK 11"	145072	2095258				LS REMOVE								
T677	N	LAURELOAK 8"	145067	2095251				LS REMOVE								
T678	N	WATEROAK 14"	145047	2095224				LS REMOVE								
T679	N	LAURELOAK 16"	145065	2095207				LS REMOVE								
T680	N	WATEROAK 10"	145084	2095200				LS REMOVE								
T681	N	LAURELOAK 7"	145091	2095200				LS REMOVE								
T682	N	LAURELOAK TWIN 6", 8"	145097	2095188				LS REMOVE								
T683	N	LAURELOAK 8"	145089	2095176				LS REMOVE								
T684	N	LAURELOAK 10"	145083	2095177				LS REMOVE								
T685	N	LAURELOAK 8"	145083	2095174				LS REMOVE								
T686	N	LAURELOAK TWIN 6", 7"	145052	2095168				LS REMOVE								
T687	N	LAURELOAK 12"	145070	2095129				LS REMOVE								
T688	N	LAURELOAK 11"	145070	2095124				LS REMOVE								
T689	N	LAURELOAK 11"	145092	2095101				LS REMOVE								
T690	N	LAURELOAK 10"	145087	2095095				LS REMOVE								
T691	N	LAURELOAK 6"	145079	2095098				LS REMOVE								
T692	N	LAURELOAK CLUSTER 7", 8"	145080	2095142				LS REMOVE								
T693	N	LIVEOAK 6"	145107	2095146				LS REMOVE								
T694	N	WATEROAK 6"	145108	2095167				LS REMOVE								
T695	N	LAURELOAK TWIN 6", 6"	145123	2095162				LS REMOVE								
T696	N	LAURELOAK 7"	145114	2095187				LS REMOVE								
T697	N	LAURELOAK TWIN 8", 12"	145096	2095162				LS REMOVE								
T698	N	WATEROAK 7"	145098	2095163				LS REMOVE								
T699	N	WATEROAK 7"	145114	2095193				LS REMOVE								
T700	N	LAURELOAK 6"	145104	2095207				LS REMOVE								
T701	N	LAURELOAK 6"	145119	2095214				LS REMOVE								
T702	N	WATEROAK 7"	145123	2095215				LS REMOVE								
T703	N	LAURELOAK 7"	145112	2095224				LS REMOVE								
T704	N	LAURELOAK 9"	145113	2095226				LS REMOVE								
T705	N	LIVEOAK 7"	145110	2095234				LS REMOVE								
T706	N	LIVEOAK 6"	145200	2095044				LS REMOVE								
T707	N	WATEROAK 10"	145167	2095024				LS REMOVE								
T708	N	LIVEOAK CLUSTER 6", 7"	145139	2095062				LS REMOVE								
T709	N	LIVEOAK TWIN 7", 10" & TWIN 5", 7"	145136	2095060				LS REMOVE								
T710	N	LAURELOAK 7"	145133	2095042				LS REMOVE								
T711	N	WATEROAK TWIN 9", 10"	145131	2095042				LS REMOVE								
T712	N	LAURELOAK SINGLE 8" & TWIN 5", 10"	145093	2095054				LS REMOVE								
T713	N	WATEROAK CLUSTER 8", 6", 5", 4"	145100	2095036				LS REMOVE								
T714	N	LIVEOAK 6"	145109	2095024				LS REMOVE								
T715	N	LAURELOAK 6"	145110	2095015				LS REMOVE								
T716	N	LAURELOAK CLUSTER 13", 9"	145121	2095013				LS REMOVE								
T717	N	LAURELOAK 14"	145132	2095010				LS REMOVE								
T718	N	LAURELOAK TWIN 9", 6"	145133	2095013				LS REMOVE								
T719	N	LAURELOAK 10"	145124	2094992				LS REMOVE								
T720	N	WATEROAK 11"	145139	2095028				LS REMOVE								
T721	N	LAURELOAK 10"	145148	2095013				LS REMOVE								
T722	N	LIVEOAK 11"	145160	2094992				LS REMOVE								
T723	N	LIVEOAK 10"	145165	2094979				LS REMOVE								
T724	N	LIVEOAK 6"	145166	2094997				LS REMOVE								
T725	N	LIVEOAK 6"	145170	2094989				LS REMOVE								
T726	N	WATEROAK 7"	145182	2094998				LS REMOVE								
T727	N	WATEROAK TWIN 7", 9"	145181	2094996				LS REMOVE								
T728	N	LIVEOAK 8"	145152	2094967				LS REMOVE								
T729	N	PINE 9"	145156	2094961				LS REMOVE								
T730	N	LIVEOAK 16"	145145	2094960				LS REMOVE								
T731	N	LAURELOAK 6"	145132	2094969				LS REMOVE								
T732	N	LAURELOAK 6"	145135	2094965				LS REMOVE								
T733	N	WATEROAK 14"	145157	2094948				LS REMOVE								
T734	N	WATEROAK TWIN 9", 11"	145167	2094931				LS REMOVE								
T735	N	PINE 21"	145173	2094916				LS REMOVE								
T736	N	BLACKCHERRY 7"	145161	2094910				LS REMOVE								
T737	N	WATEROAK TWIN 11", 9"	145182	2094916				LS REMOVE								
T738	N	WATEROAK 11"	145192	2094933				LS REMOVE								
T739	N	WATEROAK 8"	145185	2094941				LS REMOVE								
T740	N	WATEROAK 9"	145196	2094944				LS REMOVE								
T741	N	WATEROAK CLUSTER 7", 8"	145198	2094952				LS REMOVE								
T742	N	WATEROAK 7"	145204	2094955				LS REMOVE								
T743	N	WATEROAK 7"	145206	2094948				LS REMOVE								

NOTES:

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REVISED:		DESCRIPTION OF REVISION
REV. NO.	DATE	

DESIGNED BY: HAP/AFW DATE: 05-14-2010
 DRAWN BY: SAS DATE: 06-08-2010
 CHECKED BY: JES/CFS DATE: 05-20-2010



PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (9 OF 17)

PROJECT NO. (CLIENT): 104460/OBSREM
 PROJECT NO. (WSA): 104460/OBSREM
 FAA A.I.P. 3-45-0030-029-2010 NO. 14 OF 22

PLOTTED - STATES DIRECTORY - BPLS

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10" to 20"	HDWD >20"
T744	N	WATEROAK 6"	145201	2094961				LS REMOVE										
T745	N	LAURELOAK 7"	145215	2094970				LS REMOVE										
T746	N	WATEROAK 7"	145218	2094961				LS REMOVE										
T747	N	WATEROAK 7"	145221	2094964				LS REMOVE										
T748	N	WATEROAK 8"	145215	2094942				LS REMOVE										
T749	N	WATEROAK TWIN 8", 10"	145217	2094937				LS REMOVE										
T750	N	LIVEOAK 8"	145228	2094945				LS REMOVE										
T751	N	LAURELOAK 9"	145239	2094957				LS REMOVE										
T752	N	LIVEOAK 7"	145233	2094971				LS REMOVE										
T753	N	LIVEOAK TWIN 7" 5"	145234	2094973				LS REMOVE										
T754	N	WATEROAK SINGLE 8" & TWIN 9" 9"	145253	2094978				LS REMOVE										
T755	Y	REDMAPLE 7"	145279	2094983				REMOVE										
T756	N	LIVEOAK 6"	145288	2095026				LS REMOVE				1						
T757	N	LAURELOAK 11"	145249	2095017				LS REMOVE										
T758	N	LAURELOAK TWIN 9" 8"	145235	2095011				LS REMOVE										
T759	N	WATEROAK TRIPLE 8", 8", 9"	145229	2095029				LS REMOVE										
T760	N	LIVEOAK 6"	145201	2095023				LS REMOVE										
T761	N	LIVEOAK 6"	145198	2095023				LS REMOVE										
T762	N	LIVEOAK 7"	145194	2095022				LS REMOVE										
T763	N	WATEROAK TWIN 7", 6"	145204	2095000				LS REMOVE										
T764	N	WATEROAK 9"	145212	2094988				LS REMOVE										
T765	N	LIVEOAK TWIN 7", 6"	145195	2094983				LS REMOVE										
T766	N	WATEROAK TWIN 6", 7"	145195	2094979				LS REMOVE										
T767	Y	GUM 8"	145615	2095258				REMOVE										
T768	N	LIVEOAK 22"	145545	2095243				LS REMOVE				1						
T769	N	LAURELOAK 11"	145541	2095215				LS REMOVE										
T770	N	LAURELOAK 7"	145511	2095217				LS REMOVE										
T771	N	LAURELOAK 7"	145504	2095219				LS REMOVE										
T772	N	LIVEOAK TWIN 11" 8"	145494	2095195				LS REMOVE										
T773	N	WATEROAK TWIN 8", 6"	145491	2095189				LS REMOVE										
T774	N	LIVEOAK 6"	145494	2095183				LS REMOVE										
T775	N	LIVEOAK CLUSTER 7", 8", 6"	145521	2095190				LS REMOVE										
T776	N	PINE 13"	145547	2095180				LS REMOVE										
T777	N	LIVEOAK CLUSTER 14", 11", 12"	145526	2095166				LS REMOVE										
T778	N	WATEROAK 8"	145512	2095162				LS REMOVE										
T779	N	WATEROAK TWIN 10", 12"	145487	2095169				LS REMOVE										
T780	N	WATEROAK 10"	145482	2095157				LS REMOVE										
T781	N	LIVEOAK TWIN 7", 12"	145449	2095104				LS REMOVE										
T782	N	LAURELOAK 10"	145440	2095118				LS REMOVE										
T783	N	LAURELOAK 6"	145473	2095118				LS REMOVE										
T784	N	LIVEOAK 8"	145457	2095100				LS REMOVE										
T785	N	LAURELOAK TWIN 11", 8"	145479	2095080				LS REMOVE										
T786	N	LAURELOAK 13"	145488	2095069				LS REMOVE										
T787	N	LIVEOAK 6"	145482	2095067				LS REMOVE										
T788	N	LIVEOAK TRIPLE 6", 7", 5"	145483	2095061				LS REMOVE										
T789	N	LIVEOAK 6"	145472	2095065				LS REMOVE										
T790	N	LIVEOAK 6"	145469	2095062				LS REMOVE										
T791	N	WATEROAK 6"	145467	2095056				LS REMOVE										
T792	N	LAURELOAK 8"	145476	2095040				LS REMOVE										
T793	N	LAURELOAK TWIN 9", 7"	145482	2095043				LS REMOVE										
T794	N	WATEROAK 8"	145494	2095064				LS REMOVE										
T795	N	LAURELOAK 9"	145507	2095071				LS REMOVE										
T796	N	LIVEOAK 8"	145500	2095090				LS REMOVE										
T797	N	WATEROAK 9"	145504	2095094				LS REMOVE										
T798	N	WATEROAK 7"	145506	2095094				LS REMOVE										
T799	N	LIVEOAK 7"	145511	2095105				LS REMOVE										
T800	N	GUM 6"	145486	2095112				LS REMOVE										
T801	N	LAURELOAK TWIN 11", 10"	145521	2095122				LS REMOVE										
T802	N	LAURELOAK 9"	145524	2095114				LS REMOVE										
T803	N	WATEROAK 7"	145527	2095103				LS REMOVE										
T804	N	LAURELOAK 6"	145543	2095086				LS REMOVE										
T805	N	LAURELOAK 7"	145543	2095089				LS REMOVE										
T806	N	LIVEOAK TWIN 6", 4"	145540	2095089				LS REMOVE										
T807	N	WATEROAK 16"	145537	2095073				LS REMOVE										
T808	N	WATEROAK TWIN 6", 7"	145512	2095060				LS REMOVE										
T809	N	WATEROAK 9"	145509	2095050				LS REMOVE										
T810	N	LAURELOAK 11"	145529	2095045				LS REMOVE										
T811	N	PINE 12"	145544	2095055				LS REMOVE										
T812	N	PINE 11"	145559	2095083				LS REMOVE										
T813	N	PINE 10"	145566	2095080				LS REMOVE										
T814	N	PINE 11"	145561	2095060				LS REMOVE										
T815	N	PINE 11"	145578	2095080				LS REMOVE										
T816	N	PINE 9"	145579	2095084				LS REMOVE										
T817	N	PINE 9"	145582	2095088				LS REMOVE										
T818	N	PINE 8"	145583	2095077				LS REMOVE										
T819	N	PINE 10"	145584	2095114				LS REMOVE										
T820	N	PINE 10"	145588	2095114				LS REMOVE										
T821	N	PINE 10"	145590	2095114				LS REMOVE										
T822	N	LAURELOAK TWIN 7", 8"	145599	2095117				LS REMOVE										

NOTES:

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 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 8" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REV. NO.		DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010 DRAWN BY: SAS DATE: 06-08-2010 CHECKED BY: JES/CFS DATE: 05-20-2010			PLANS PREPARED BY 	PLANS PREPARED FOR BEAUFORT COUNTY HILTON HEAD ISLAND AIRPORT (HXD) HILTON HEAD ISLAND, SC	TREE DATA (10 OF 17)
PROJECT NO. (CLIENT)		PROJECT NO. (WSA)	FAA A.I.P. 3-45-0030-029-2010		NO. 15 OF 22

PLOTTED - ROUTE DIRECTORY - FILES

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1' - 10'	HDWD >10' to 20'	HDWD >20'	
T823	N	PINE 6"	145601	2095117				LS REMOVE											
T824	N	PINE 13"	145601	2095120				LS REMOVE											
T825	N	LIVEOAK 8"	145613	2095131				LS REMOVE											
T826	N	LIVEOAK 8"	145621	2095126				LS REMOVE											
T827	N	LIVEOAK 8"	145620	2095121				LS REMOVE											
T828	N	LIVEOAK 16"	145633	2095124				LS REMOVE											
T829	N	LIVEOAK 7"	145645	2095130				LS REMOVE											
T830	N	LAURELOAK 8"	145650	2095147				LS REMOVE											
T831	N	LAURELOAK 8"	145639	2095149				LS REMOVE											
T832	N	REDMAPLE 8"	145630	2095157				LS REMOVE											
T833	N	WATEROAK 10"	145613	2095162				LS REMOVE											
T834	N	LIVEOAK 7"	145621	2095183				LS REMOVE											
T835	N	LIVEOAK 7"	145614	2095188				LS REMOVE											
T836	N	LIVEOAK 8"	145624	2095192	46	50	-4	LS REMOVE											
T837	Y	WATEROAK 6"	145647	2095178	61	50	11	REMOVE											
T838	Y	WATEROAK 6"	145650	2095185	46	50	-4	MARK FOR TRIMMING	42			1							
T839	N	WATEROAK 11"	145646	2095164	64	50	14	LS REMOVE											
T840	Y	LAURELOAK 15"	145660	2095159	76	50	26	REMOVE											
T841	Y	PINE 11"	145669	2095148	80	50	30	REMOVE											
T842	N	LAURELOAK 10"	145663	2095129				LS REMOVE											
T843	Y	PINE 12"	145672	2095182	63	51	12	REMOVE											
T844	Y	PINE 10"	145676	2095192	65	51	14	REMOVE											
T845	Y	WATEROAK 8"	145685	2095193	53	51	2	MARK FOR TRIMMING	43			1							
T846	Y	LAURELOAK 7"	145723	2095237	46	53	-7	MARK FOR TRIMMING	45										
T847	Y	PINE 9"	145723	2095209	68	53	15	REMOVE											
T848	Y	REDMAPLE 6"	145668	2095211	55	51	4	MARK FOR TRIMMING	43			1							
T849	Y	GUM 16"	145655	2095207	63	51	12	REMOVE											
T850	N	LAURELOAK 10"	145598	2095207				LS REMOVE											
T851	N	LAURELOAK 7"	145602	2095205				LS REMOVE											
T852	N	WATEROAK 8"	145580	2095160				LS REMOVE											
T853	N	LAURELOAK 8"	145536	2095121				LS REMOVE											
T854	N	LAURELOAK 8"	145544	2095118				LS REMOVE											
T855	N	LAURELOAK 7"	145546	2095110				LS REMOVE											
T856	N	LAURELOAK 7"	145550	2095105				LS REMOVE											
T857	N	LAURELOAK 9"	145456	2095050				LS REMOVE											
T858	N	LAURELOAK 10"	145451	2095061				LS REMOVE											
T859	N	LAURELOAK 13"	145446	2095052				LS REMOVE											
T860	N	LIVEOAK 6"	145448	2095044				LS REMOVE											
T861	N	WATEROAK 8"	145430	2095066				LS REMOVE											
T862	N	LAURELOAK 6"	145417	2095077				LS REMOVE											
T863	N	LAURELOAK 10"	145421	2095081				LS REMOVE											
T864	N	LAURELOAK 6"	145424	2095088				LS REMOVE											
T865	N	LAURELOAK TWIN 8" 6"	145419	2095097				LS REMOVE											
T866	N	LAURELOAK 6"	145410	2095090				LS REMOVE											
T867	N	LAURELOAK 7"	145425	2095113				LS REMOVE											
T868	N	LIVEOAK CLUSTER 8" 7" 7" 7"	145434	2095090				LS REMOVE											
T869	N	WATEROAK 12"	145439	2095085				LS REMOVE											
T870	N	LAURELOAK 12"	145454	2095080				LS REMOVE											
T871	N	LIVEOAK 6"	145390	2095074				LS REMOVE											
T872	N	LAURELOAK 11"	145390	2095064				LS REMOVE											
T873	N	LIVEOAK SINGLE 6" & TWIN 7" 5"	145406	2095047				LS REMOVE											
T874	N	LIVEOAK CLUSTER 6" 6"	145383	2095027				LS REMOVE											
T875	N	PINE 10"	145389	2095020				LS REMOVE											
T876	N	WATEROAK 7"	145372	2095022				LS REMOVE											
T877	N	LIVEOAK CLUSTER 6" 6"	145373	2095013				LS REMOVE											
T878	N	WATEROAK 8"	145365	2095015				LS REMOVE											
T879	N	LIVEOAK CLUSTER 8" 6"	145351	2095005				LS REMOVE											
T880	N	LAURELOAK TWIN 5" 6"	145361	2094986				LS REMOVE											
T881	N	PINE 15"	145332	2094996				LS REMOVE											
T882	N	WATEROAK TWIN 9" 7"	145341	2094974				LS REMOVE											
T883	N	LAURELOAK TWIN 6" 6"	145328	2094952				LS REMOVE											
T884	N	LAURELOAK 7"	145337	2094947				LS REMOVE											
T885	N	PINE 7"	145350	2094959				LS REMOVE											
T886	N	LAURELOAK 6"	145350	2094965				LS REMOVE											
T887	N	WATEROAK 6"	145349	2094968				LS REMOVE											
T888	N	WATEROAK 6"	145385	2094988				LS REMOVE											
T889	N	WATEROAK 6"	145375	2094969				LS REMOVE											
T890	N	PINE 10"	145383	2094957				LS REMOVE											
T891	N	LAURELOAK TWIN 7" 5"	145398	2094983				LS REMOVE											
T892	N	WATEROAK TWIN 7" 5"	145394	2094998				LS REMOVE											
T893	N	LAURELOAK TRIPLE 6" 5" 7"	145399	2095003				LS REMOVE											
T894	N	WATEROAK 9"	145408	2095004				LS REMOVE											
T895	N	LIVEOAK 8"	145385	2094943				LS REMOVE											
T896	N	WATEROAK 7"	145367	2094914				LS REMOVE											
T897	N	LAURELOAK TWIN 7" 9"	145351	2094897				LS REMOVE											
T898	N	WATEROAK 9"	145354	2094895				LS REMOVE											
T899	N	LIVEOAK 6"	145352	2094877				LS REMOVE											
T900	N	LAURELOAK 6"	145355	2094885				LS REMOVE											
T901	N	LIVEOAK 6"	145356	2094877				LS REMOVE											

NOTES:

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REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010
 DRAWN BY: SAS DATE: 06-08-2010
 CHECKED BY: JES/CFS DATE: 05-20-2010



PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (11 OF 17)

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)		
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1' - 10'
T902	N	LAURELOAK, 7"	145360	2094878				LS REMOVE								
T903	N	LAURELOAK CLUSTER 7" 7"	145360	2094872				LS REMOVE								
T904	N	LAURELOAK TRIPLE 8" 8" 6"	145369	2094867				LS REMOVE								
T905	N	LAURELOAK, 7"	145383	2094856				LS REMOVE								
T906	N	LAURELOAK, 7"	145380	2094852				LS REMOVE								
T907	N	LAURELOAK, 6"	145389	2094859				LS REMOVE								
T908	N	WATEROAK, 6"	145382	2094845				LS REMOVE								
T909	N	WATEROAK CLUSTER 5" 6"	145403	2094853				LS REMOVE								
T910	N	WATEROAK, 8"	145405	2094859				LS REMOVE								
T911	N	WATEROAK TWIN 9" 7"	145388	2094893				LS REMOVE								
T912	N	LIVEOAK, 6"	145412	2094914				LS REMOVE								
T913	N	LAURELOAK TWIN 10" 7"	145408	2094920				LS REMOVE								
T914	N	LIVEOAK, 6"	145415	2094917				LS REMOVE								
T915	N	WATEROAK, 9"	145411	2094928				LS REMOVE								
T916	N	WATEROAK CLUSTER 6" 4"	145420	2094915				LS REMOVE								
T917	N	WATEROAK, 7"	145432	2094924				LS REMOVE								
T918	N	WATEROAK, 6"	145440	2094936				LS REMOVE								
T919	N	LAURELOAK, 10"	145447	2094923				LS REMOVE								
T920	N	LAURELOAK CLUSTER 7" 6"	145452	2094921				LS REMOVE								
T921	N	WATEROAK, 9"	145458	2094913				LS REMOVE								
T922	N	LAURELOAK CLUSTER 8" 6"	145465	2094914				LS REMOVE								
T923	N	LAURELOAK, 7"	145433	2094951				LS REMOVE								
T924	N	LAURELOAK, 6"	145425	2094948				LS REMOVE								
T925	N	LAURELOAK, 6"	145424	2094953				LS REMOVE								
T926	N	LAURELOAK TWIN 7" 6"	145426	2094966				LS REMOVE								
T927	N	LAURELOAK, 6"	145446	2094941				LS REMOVE								
T928	N	LIVEOAK CLUSTER 7" 7" 5"	145441	2095008				LS REMOVE								
T929	N	LIVEOAK, 10"	145452	2095029				LS REMOVE								
T930	N	LAURELOAK, 8"	145457	2095032				LS REMOVE								
T931	N	LAURELOAK, 10"	145461	2095021				LS REMOVE								
T932	N	WATEROAK, 8"	145462	2095018				LS REMOVE								
T933	N	WATEROAK, 6"	145471	2095023				LS REMOVE								
T934	N	LAURELOAK, 13"	145464	2094999				LS REMOVE								
T935	N	WATEROAK, 9"	145475	2094987				LS REMOVE								
T936	N	WATEROAK, 6"	145490	2094986				LS REMOVE								
T937	N	LAURELOAK, 6"	145499	2095003				LS REMOVE								
T938	N	WATEROAK, 9"	145490	2095003				LS REMOVE								
T939	N	WATEROAK TWIN 8" 5"	145483	2095001				LS REMOVE								
T940	N	WATEROAK, 8"	145476	2095006				LS REMOVE								
T941	N	LAURELOAK TWIN 8" 8"	145484	2095014				LS REMOVE								
T942	N	LAURELOAK, 9"	145494	2095016				LS REMOVE								
T943	N	WATEROAK, 8"	145497	2095021				LS REMOVE								
T944	N	LAURELOAK, 11"	145508	2095010				LS REMOVE								
T945	N	WATEROAK, 14"	145516	2095023				LS REMOVE								
T946	N	LAURELOAK, 9"	145526	2095014				LS REMOVE								
T947	N	LAURELOAK, 9"	145525	2095008				LS REMOVE								
T948	N	LAURELOAK, 7"	145515	2094998				LS REMOVE								
T949	N	WATEROAK, 14"	145536	2095010				LS REMOVE								
T950	N	WATEROAK TWIN 13" 12"	145501	2095035				LS REMOVE								
T951	N	LIVEOAK, 7"	145553	2095038				LS REMOVE								
T952	N	WATEROAK, 11"	145558	2095032				LS REMOVE								
T953	N	PINE, 11"	145567	2095055				LS REMOVE								
T954	N	LIVEOAK, 6"	145569	2095054				LS REMOVE								
T955	N	LAURELOAK, 6"	145567	2095013				LS REMOVE								
T956	N	PINE, 11"	145576	2095008				LS REMOVE								
T957	N	WATEROAK, 6"	145582	2095005				LS REMOVE								
T958	N	PINE, 11"	145590	2095006				LS REMOVE								
T959	Y	PINE, 14"	145601	2094995	68	47	21	REMOVE			1					
T960	N	LAURELOAK, 12"	145559	2094995				LS REMOVE								
T961	N	LIVEOAK, 16"	145571	2094988				LS REMOVE								
T962	Y	WATEROAK, 9"	145583	2094968	62	46	16	REMOVE				1				
T963	Y	PINE, 14"	145596	2094971	67	46	21	REMOVE			1					
T964	Y	PINE, 18"	145604	2094957	63	46	17	REMOVE			1					
T965	Y	PINE, 7"	145584	2094935	58	45	13	REMOVE			1					
T966	Y	LAURELOAK, 6"	145563	2094950	52	45	7	REMOVE			1					
T967	Y	LAURELOAK, 7"	145555	2094938	55	45	10	REMOVE				1				
T968	Y	LIVEOAK, 6"	145555	2094944	48	45	3	REMOVE				1				
T969	Y	WATEROAK, 6"	145544	2094943	50	44	6	REMOVE				1				
T970	Y	LAURELOAK, 6"	145539	2094953	53	44	9	REMOVE				1				
T971	Y	LAURELOAK, 10"	145553	2094962	58	45	13	REMOVE				1				
T972	Y	LIVEOAK, 6"	145561	2094958	50	45	5	REMOVE				1				
T973	Y	LAURELOAK, 6"	145557	2094967	61	45	16	REMOVE				1				
T974	N	LIVEOAK, 22"	145551	2094978				LS REMOVE								
T975	N	LAURELOAK, 9"	145556	2094981				LS REMOVE								
T976	N	WATEROAK TWIN 14" 14"	145523	2094982				LS REMOVE								
T977	N	WATEROAK, 6"	145525	2094973				LS REMOVE								
T978	N	WATEROAK, 9"	145521	2094964				LS REMOVE								
T979	N	LAURELOAK, 10"	145525	2094960				LS REMOVE								
T980	N	LAURELOAK, 6"	145518	2094958				LS REMOVE								

NOTES:

- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REVISIONS:

REV. NO.	DATE	DESCRIPTION OF REVISION

DESIGNED BY	HAP/AWF	DATE	05-14-2010
DRAWN BY	SAS	DATE	06-08-2010
CHECKED BY	JESCF5	DATE	05-20-2010



PLANS PREPARED BY
WilburSmith ASSOCIATES
 ENGINEERS PLANNERS ECONOMISTS

PLANS PREPARED FOR
 BEAUFORT COUNTY
 HILTON HEAD ISLAND AIRPORT (HXD)
 HILTON HEAD ISLAND, SC

TREE DATA (12 OF 17)

PROJECT NO. (CLIENT) 104460OBSREM PROJECT NO. (WSA) 104460OBSREM
 FAA A.I.P. 3-45-0030-029-2010 NO. 17 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)			
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10" to 20"	HDWD >20"
T981	N	WATEROAK TWIN 9" 8"	145513	2094958				LS REMOVE										
T982	N	LIVEOAK 7"	145510	2094969				LS REMOVE										
T983	N	WATEROAK TWIN 6" 5"	145496	2094974				LS REMOVE										
T984	N	LIVEOAK CLUSTER 6" 6"	145505	2094981				LS REMOVE										
T985	N	LAURELOAK 8"	145454	2094970				LS REMOVE										
T986	N	LAURELOAK 7"	145460	2094971				LS REMOVE										
T987	N	LAURELOAK 7"	145461	2094965				LS REMOVE										
T988	N	LAURELOAK TWIN 6" 6"	145481	2094973				LS REMOVE										
T989	N	LAURELOAK TWIN 6" 5"	145496	2094962				LS REMOVE										
T990	N	LAURELOAK TWIN 8" 8"	145476	2094946				LS REMOVE										
T991	N	LAURELOAK 10"	145494	2094929				LS REMOVE										
T992	N	LIVEOAK 8"	145500	2094937				LS REMOVE										
T993	N	LAURELOAK 6"	145507	2094925	54	43	11	REMOVE										
T994	Y	LAURELOAK TWIN 7" 5"	145502	2094917	67	43	24	REMOVE										
T995	Y	LAURELOAK 8"	145502	2094903	62	43	19	REMOVE										
T996	Y	LIVEOAK CLUSTER 6" 6"	145514	2094915	51	43	8	REMOVE										
T997	Y	LIVEOAK 6"	145517	2094915	52	43	9	REMOVE										
T998	Y	WATEROAK 10"	145522	2094910	52	43	9	REMOVE										
T1001	Y	LAURELOAK 8"	145512	2094880	61	43	18	REMOVE										
T1002	Y	LAURELOAK 14"	145519	2094870	61	43	18	REMOVE										
T1006	Y	LAURELOAK 6"	145545	2094884	57	44	13	REMOVE										
T1007	Y	LAURELOAK 7"	145551	2094891	55	44	11	REMOVE										
T1008	Y	LAURELOAK 8"	145555	2094898	63	44	19	REMOVE										
T1009	Y	LAURELOAK 8"	145551	2094903	60	44	16	REMOVE										
T1010	Y	LAURELOAK 8"	145557	2094908	60	44	16	REMOVE										
T1011	Y	LAURELOAK 7"	145566	2094914				FIELD VERIFY										
T1012	Y	LAURELOAK 8"	145541	2094903	65	44	21	REMOVE										
T1013	N	LIVEOAK 6"	145325	2094890				LS REMOVE										
T1014	N	LIVEOAK 6"	145315	2094895				LS REMOVE										
T1015	N	LIVEOAK 6"	145329	2094924				LS REMOVE										
T1016	N	WATEROAK TWIN 5" 6"	145326	2094926				LS REMOVE										
T1017	N	LIVEOAK 6"	145318	2094924				LS REMOVE										
T1018	N	LAURELOAK 7"	145315	2094920				LS REMOVE										
T1019	N	LIVEOAK 6"	145316	2094928				LS REMOVE										
T1020	N	LIVEOAK 6"	145318	2094932				LS REMOVE										
T1021	N	PINE 8"	145311	2094935				LS REMOVE										
T1022	N	LAURELOAK 7"	145313	2094939				LS REMOVE										
T1023	N	WATEROAK 8"	145305	2094948				LS REMOVE										
T1024	N	LAURELOAK CLUSTER 7" 8"	145297	2094953	54	38	16	LS REMOVE										
T1025	N	LAURELOAK 7"	145292	2094943	57	38	19	LS REMOVE										
T1026	Y	REDMAPLE CLUSTER 6" 6" 5" 5" 6" 6" 5"	145284	2094953	55	38	17	REMOVE										
T1027	N	LAURELOAK 8"	145276	2094919	54	37	17	LS REMOVE										
T1028	N	LAURELOAK 9"	145290	2094914				LS REMOVE										
T1029	N	LAURELOAK 6"	145295	2094922				LS REMOVE										
T1030	N	LAURELOAK 6"	145299	2094922				LS REMOVE										
T1031	N	WATEROAK 7"	145300	2094926				LS REMOVE										
T1032	N	LAURELOAK 7"	145300	2094911				LS REMOVE										
T1033	N	LAURELOAK 7"	145286	2094897				LS REMOVE										
T1034	N	LAURELOAK 7"	145283	2094899				LS REMOVE										
T1035	N	LAURELOAK 7"	145278	2094895				LS REMOVE										
T1036	N	LAURELOAK 9"	145272	2094887				LS REMOVE										
T1037	N	LAURELOAK 6"	145270	2094895				LS REMOVE										
T1038	N	LIVEOAK 8"	145268	2094885				LS REMOVE										
T1039	N	LAURELOAK 10"	145292	2094881				LS REMOVE										
T1040	N	LAURELOAK 7"	145300	2094884				LS REMOVE										
T1041	N	LAURELOAK 9"	145302	2094874				LS REMOVE										
T1042	N	LAURELOAK 7"	145306	2094875				LS REMOVE										
T1043	N	LAURELOAK 7"	145310	2094878				LS REMOVE										
T1044	N	LAURELOAK 6"	145311	2094870				LS REMOVE										
T1045	N	LAURELOAK 7"	145325	2094867				LS REMOVE										
T1046	N	LAURELOAK 7"	145323	2094871				LS REMOVE										
T1047	Y	PINE 11"	145256	2094917	52	36	16	REMOVE										
T1048	Y	LAURELOAK 8"	145244	2094886	61	36	25	REMOVE										
T1049	N	LAURELOAK 9"	145242	2094887	60	36	24	LS REMOVE										
T1050	Y	LAURELOAK 12"	145240	2094886	59	36	23	REMOVE										
T1051	N	WATEROAK 12"	145241	2094880	61	36	25	LS REMOVE										
T1052	N	PINE 9"	145256	2094871				LS REMOVE										
T1053	N	LAURELOAK 10"	145247	2094863				LS REMOVE										
T1054	N	WATEROAK 7" 7"	145253	2094855				LS REMOVE										
T1055	N	WATEROAK 8"	145264	2094847				LS REMOVE										
T1056	N	LAURELOAK 12"	145268	2094839				LS REMOVE										
T1057	N	WATEROAK 8"	145251	2094840				LS REMOVE										
T1058	N	LAURELOAK 6"	145251	2094833				LS REMOVE										
T1059	N	WATEROAK 6"	145232	2094844				LS REMOVE										
T1060	N	WATEROAK TWIN 7" 11"	145218	2094838				LS REMOVE										
T1061	N	LIVEOAK 6"	145214	2094842				LS REMOVE										
T1062	N	WATEROAK 11"	145217	2094825				LS REMOVE										
T1063	N	LAURELOAK 8"	145200	2094841				LS REMOVE										
T1064	N	LAURELOAK 6"	145198	2094851	62	34	28	LS REMOVE										

NOTES:

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PLOTTED - STATES
DIRECTOR - BRLES

REVISIONS:	
REV. NO.	DATE

DESIGNED BY	HAP/AWF	DATE	05-14-2010
DRAWN BY	SAS	DATE	06-08-2010
CHECKED BY	JES/CFS	DATE	05-20-2010



PLANS PREPARED BY		PLANS PREPARED FOR	
WILBUR SMITH ASSOCIATES, INC.		BEAUFORT COUNTY	
HILTON HEAD ISLAND AIRPORT (HXD)		HILTON HEAD ISLAND, SC	
PROJECT NO. (CLIENT)	PROJECT NO. (WSA)	TREE DATA (13 OF 17)	
104460/OBSREM	104460/OBSREM	FAA A.I.P. 3-45-0030-029-2010	NO. 18 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)			
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10" to 20"	HDWD >20"
T1065	N	WATEROAK TWIN 10", 10"	145195	2094854	62	34	28	LS REMOVE										
T1066	N	LAURELOAK 6"	145300	2094843				LS REMOVE										
T1067	N	WATEROAK TRIPLE 7", 7", 5"	145297	2094840				LS REMOVE										
T1068	N	LAURELOAK TRIPLE 9", 8", 6"	145275	2094827				LS REMOVE										
T1069	N	WATEROAK TWIN 7", 6"	145265	2094821				LS REMOVE										
T1070	N	LAURELOAK TWIN 8", 6"	145259	2094818				LS REMOVE										
T1071	N	LAURELOAK 9"	145255	2094822				LS REMOVE										
T1072	N	WATEROAK 8"	145245	2094810				LS REMOVE										
T1073	N	WATEROAK 8"	145236	2094807				LS REMOVE										
T1074	N	WATEROAK TRIPLE 6", 6", 12"	145221	2094804				LS REMOVE										
T1075	N	WATEROAK TWIN 6", 8"	145203	2094822				LS REMOVE										
T1076	N	WATEROAK 6"	145209	2094817				LS REMOVE										
T1077	N	WATEROAK 6"	145215	2094814				LS REMOVE										
T1078	N	WATEROAK 9"	145222	2094812				LS REMOVE										
T1079	N	WATEROAK SINGLE 9" & TWIN 7", 10"	145237	2094788				LS REMOVE										
T1080	N	WATEROAK CLUSTER 9", 10"	145229	2094787				LS REMOVE										
T1081	N	LAURELOAK 11"	145230	2094778				LS REMOVE										
T1082	N	LAURELOAK 12"	145232	2094774				LS REMOVE										
T1083	N	WATEROAK TRIPLE 10", 7", 9"	145239	2094765				LS REMOVE										
T1084	N	WATEROAK TWIN 9", 8"	145244	2094753				LS REMOVE										
T1085	N	WATEROAK TWIN 9", 11"	145245	2094747				LS REMOVE										
T1086	N	WATEROAK TWIN 6", 5"	145278	2094727				LS REMOVE										
T1087	N	LAURELOAK TWIN 7", 9"	145269	2094729				LS REMOVE										
T1088	N	LAURELOAK TRIPLE 6", 7", 8"	145271	2094720				LS REMOVE										
T1089	N	WATEROAK 10"	145272	2094713				LS REMOVE										
T1092	Y	LAURELOAK TRIPLE 6", 8", 6"	145316	2094660		35		FIELD VERIFY										
T1098	Y	LAURELOAK DBL 8", 6"	145395	2094708	59	37	22	REMOVE										
T1099	Y	WATEROAK TWIN 6", 6"	145402	2094712	56	38	18	REMOVE										
T1101	Y	LAURELOAK 6"	145423	2094731	55	38	17	REMOVE										
T1102	Y	WATEROAK 6"	145339	2094685	58	36	22	REMOVE										
T1103	Y	LAURELOAK 7"	145335	2094681	60	35	25	REMOVE										
T1104	Y	WATEROAK TWIN 7", 6"	145330	2094681	60	35	25	REMOVE										
T1105	Y	WATEROAK TWIN 7", 5"	145329	2094679	60	35	25	REMOVE										
T1106	Y	WATEROAK 6"	145340	2094698	54	36	18	REMOVE										
T1107	Y	WATEROAK 6"	145333	2094702	54	36	18	REMOVE										
T1108	Y	WATEROAK 6"	145355	2094703	55	36	19	REMOVE										
T1109	Y	LAURELOAK 8"	145355	2094707	61	36	25	REMOVE										
T1110	Y	LAURELOAK 8"	145364	2094707	58	37	21	REMOVE										
T1111	Y	LAURELOAK 8"	145345	2094728	57	36	21	REMOVE										
T1112	Y	LAURELOAK 6"	145337	2094736	55	36	19	REMOVE										
T1113	Y	LAURELOAK TRIPLE 6", 7", 6"	145333	2094737	65	36	29	REMOVE										
T1114	Y	LAURELOAK 8"	145317	2094716	62	35	27	REMOVE										
T1115	N	LAURELOAK TRIPLE 8", 6", 6"	145315	2094732				LS REMOVE										
T1116	N	LAURELOAK TWIN 7", 5"	145303	2094723				LS REMOVE										
T1117	N	LIVEOAK 7"	145293	2094731				LS REMOVE										
T1118	N	LIVEOAK 6"	145289	2094741				LS REMOVE										
T1119	N	LIVEOAK TWIN 8", 8"	145292	2094755				LS REMOVE										
T1120	N	LIVEOAK CLUSTER 8", 6"	145286	2094759				LS REMOVE										
T1121	N	LIVEOAK 7"	145289	2094765				LS REMOVE										
T1122	N	LAURELOAK 7"	145300	2094764				LS REMOVE										
T1123	N	LAURELOAK 6"	145307	2094749				LS REMOVE										
T1124	N	LAURELOAK 6"	145312	2094750				LS REMOVE										
T1125	N	LAURELOAK 6"	145311	2094755				LS REMOVE										
T1126	N	LAURELOAK 7"	145318	2094760				LS REMOVE										
T1127	N	LAURELOAK TWIN 6", 6"	145325	2094763				LS REMOVE										
T1128	N	WATEROAK TRIPLE 6", 6", 5"	145316	2094792				LS REMOVE										
T1129	N	WATEROAK TWIN 6", 5"	145322	2094797				LS REMOVE										
T1130	N	WATEROAK TRIPLE 9", 9", 8"	145298	2094786				LS REMOVE										
T1131	N	LIVEOAK 10"	145304	2094812				LS REMOVE										
T1132	N	LAURELOAK TRIPLE 5", 10", 9"	145318	2094843				LS REMOVE										
T1133	N	LAURELOAK SINGLE 8" & TWIN 6", 5"	145326	2094851				LS REMOVE										
T1134	N	LAURELOAK TWIN 7", 6"	145337	2094838				LS REMOVE										
T1135	N	LAURELOAK CLUSTER 6", 9"	145348	2094836				LS REMOVE										
T1136	N	LAURELOAK 7"	145358	2094833				LS REMOVE										
T1137	N	LAURELOAK 7"	145364	2094834				LS REMOVE										
T1138	N	WATEROAK 8"	145326	2094821				LS REMOVE										
T1139	N	LAURELOAK 7"	145334	2094809				LS REMOVE										
T1140	N	WATEROAK 6"	145335	2094816				LS REMOVE										
T1141	N	LAURELOAK TWIN 7", 6"	145338	2094820				LS REMOVE										
T1142	N	WATEROAK 6"	145350	2094812				LS REMOVE										
T1143	N	LAURELOAK 8"	145335	2094790				LS REMOVE										
T1144	N	LAURELOAK CLUSTER 6", 7"	145338	2094788				LS REMOVE										
T1145	Y	LAURELOAK 6"	145357	2094762	59	37	22	REMOVE										
T1146	Y	LAURELOAK 6"	145360	2094758	56	37	19	REMOVE										
T1150	Y	PINE 9"	145425	2094766	58	39	19	REMOVE										
T1151	Y	LAURELOAK 8"	145427	2094787	60	39	21	REMOVE										
T1152	Y	LAURELOAK 6"	145439	2094789	56	40	16	REMOVE										
T1153	Y	PINE 8"	145414	2094776	62	39	23	REMOVE										
T1154	Y	LAURELOAK 6"	145403	2094774	61	38	23	REMOVE										

NOTES:

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REV. NO.		DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DRAWN BY: SAS CHECKED BY: JES/CFS	DATE: 05-14-2010 DATE: 06-08-2010 DATE: 05-20-2010			PLANS PREPARED BY 	PLANS PREPARED FOR BEAUFORT COUNTY HILTON HEAD ISLAND AIRPORT (HXD) HILTON HEAD ISLAND, SC	TREE DATA (14 OF 17)	
PROJECT NO. (CLIENT):		PROJECT NO. (WSA): 104460/OBSREM		FAA A.I.P. 3-45-0030-029-2010			NO. 19 OF 22

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)				
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'	HDWD >20'	
T1158	Y	LAURELOAK 6"	145395	2094794	62	39	23	REMOVE											
T1159	Y	LAURELOAK 7"	145389	2094803	58	38	20	REMOVE											
T1160	N	WATEROAK 6"	145400	2094824				LS REMOVE											
T1161	N	LAURELOAK 6"	145377	2094810				LS REMOVE											
T1162	N	LAURELOAK 6"	145370	2094808				LS REMOVE											
T1163	N	LAURELOAK 6"	145368	2094800				LS REMOVE											
T1164	Y	LAURELOAK 7"	145452	2094809	56	40	16	REMOVE						1					
T1165	Y	LAURELOAK 7"	145453	2094802	54	40	14	REMOVE						1					
T1166	Y	LAURELOAK 8"	145462	2094804	56	40	16	REMOVE						1					
T1169	Y	WATEROAK 6"	145461	2094772	53	42	11	REMOVE						1					
T1173	N	LAURELOAK 7"	145421	2094844				LS REMOVE											
T1174	Y	LAURELOAK TWIN 8" 5"	145425	2094841	63	40	23	REMOVE											
T1175	Y	WATEROAK 6"	145426	2094836	51	40	11	REMOVE						1					
T1176	Y	WATEROAK 7"	145430	2094845	50	40	10	REMOVE						1					
T1177	Y	LAURELOAK 7"	145444	2094840	66	40	26	REMOVE						1					
T1178	Y	LAURELOAK 9"	145451	2094835	65	41	24	REMOVE						1					
T1179	Y	LAURELOAK 8"	145472	2094836	50	41	9	REMOVE						1					
T1180	Y	LAURELOAK 8"	145477	2094853	71	41	30	REMOVE						1					
T1181	Y	LAURELOAK 6"	145478	2094856	57	42	15	REMOVE						1					
T1182	Y	LAURELOAK 6"	145486	2094858	58	42	16	REMOVE						1					
T1183	Y	LAURELOAK 6"	145471	2094874	52	42	10	REMOVE						1					
T1184	Y	LAURELOAK 6"	145488	2094876	56	42	14	REMOVE						1					
T1185	Y	WATEROAK 6"	145475	2094887	56	42	14	REMOVE						1					
T1186	N	WATEROAK 6"	145464	2094896				LS REMOVE											
T1187	N	LAURELOAK 8"	145451	2094884				LS REMOVE											
T1188	N	WATEROAK CLUSTER 7" 6"	145453	2094877				LS REMOVE											
T1189	Y	LAURELOAK 7"	145450	2094858	64	41	23	REMOVE						1					
T1190	N	WATEROAK CLUSTER 9" 5"	145442	2094876				LS REMOVE											
T1191	N	LIVEOAK 7"	145432	2094869				LS REMOVE											
T1192	N	LIVEOAK 8"	145425	2094864				LS REMOVE											
T1193	Y	LIVEOAK 8"	145535	2094853	62	43	19	REMOVE						1					
T1194	Y	LAURELOAK CLUSTER 8" 7"	145538	2094853	62	43	19	REMOVE						1					
T1202	Y	WATEROAK 6"	145631	2094990				DO NOT DISTURB											
T1203	Y	PINE 9"	145639	2094997	64	48	16	REMOVE						1					
T1204	Y	PINE 10"	145640	2095009	69	48	21	REMOVE						1					
T1205	Y	PINE 15"	145614	2095016	68	47	21	REMOVE						1					
T1206	Y	PINE 15"	145626	2095022	62	48	14	REMOVE						1					
T1207	N	PINE 6"	145608	2095036				LS REMOVE											
T1208	N	PINE 11"	145582	2095028				LS REMOVE											
T1209	N	PINE 7"	145581	2095039				LS REMOVE											
T1210	N	WATEROAK 8"	145585	2095070				LS REMOVE											
T1211	N	PINE 7"	145605	2095046				LS REMOVE											
T1212	N	PINE 11"	145613	2095061				LS REMOVE											
T1213	N	PINE 9"	145615	2095066				LS REMOVE											
T1214	N	PINE 7"	145625	2095078				LS REMOVE											
T1215	N	PINE 7"	145599	2095069				LS REMOVE											
T1216	N	PINE 11"	145597	2095076				LS REMOVE											
T1217	N	PINE 9"	145597	2095087				LS REMOVE											
T1218	N	PINE 6"	145618	2095095				LS REMOVE											
T1219	N	LIVEOAK CLUSTER 10" 9" 10" & TWIN 13" 12"	145649	2095105				LS REMOVE											
T1220	N	WATEROAK 11"	145648	2095110				LS REMOVE											
T1221	N	LAURELOAK 11"	145652	2095116				LS REMOVE											
T1222	N	LIVEOAK QUAD 10" 5" 9" 11"	145661	2095102				LS REMOVE											
T1223	N	LAURELOAK 9"	145659	2095083				LS REMOVE											
T1224	N	LIVEOAK TWIN 8" 8"	145648	2095085				LS REMOVE											
T1225	N	LIVEOAK QUAD 7" 5" 6" 8"	145645	2095088				LS REMOVE											
T1226	N	LIVEOAK 6"	145643	2095084				LS REMOVE											
T1227	N	LIVEOAK 6"	145645	2095084				LS REMOVE											
T1228	Y	LAURELOAK 9"	145680	2095089	70	50	20	REMOVE						1					
T1229	Y	WATEROAK 11"	145685	2095087	73	50	23	REMOVE						1					
T1230	Y	WATEROAK 9"	145687	2095087	67	50	17	REMOVE						1					
T1231	Y	LIVEOAK 10"	145683	2095075	55	50	5	REMOVE						1					
T1232	Y	LIVEOAK TWIN 12" 11"	145681	2095076	59	50	9	REMOVE						1					
T1233	Y	LIVEOAK 9"	145687	2095067	67	50	17	REMOVE						1					
T1234	Y	LIVEOAK TWIN 18" 17"	145698	2095068	65	50	15	REMOVE						1					
T1235	Y	LAURELOAK 9"	145677	2095049	50	49	1	MARK FOR TRIMMING	41									1	
T1236	Y	LAURELOAK 7"	145671	2095057	54	49	5	REMOVE											
T1237	Y	PINE 16"	145657	2095024	64	48	16	REMOVE						1					
T1238	Y	PINE 12"	145651	2095029	53	48	5	REMOVE						1					
T1239	Y	PINE 11"	145643	2095029	59	48	11	REMOVE						1					
T1240	Y	WATEROAK 7"	145638	2095045	50	48	2	MARK FOR TRIMMING	40										1
T1241	N	REDMAPLE 9"	145626	2095047				LS REMOVE											
T1255	Y	LAURELOAK 6"	145707	2095024				DO NOT DISTURB											
T1256	Y	LAURELOAK 6"	145709	2095027				DO NOT DISTURB											
T1258	Y	LIVEOAK 10"	145735	2095040		50		FIELD VERIFY											
T1259	Y	PINE 22"	145727	2095044	63	50	13	REMOVE						1					
T1260	Y	LAURELOAK 6"	145723	2095031				DO NOT DISTURB											
T1261	Y	LAURELOAK 6"	145729	2095048				DO NOT DISTURB											
T1262	Y	LIVEOAK 6"	145745	2095050	51	51	0	MARK FOR TRIMMING	43										1

NOTES:

- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REV. NO.		DATE	DESCRIPTION OF REVISION

DESIGNED BY HAP/AWF	DATE 05-14-2010				PLANS PREPARED FOR BEAUFORT COUNTY HILTON HEAD ISLAND AIRPORT (HXD) HILTON HEAD ISLAND, SC	TREE DATA (15 OF 17)
DRAWN BY SAS	DATE 06-08-2010					
CHECKED BY JESCFS	DATE 05-20-2010					

PROJECT NO. (CLIENT)	PROJECT NO. (WSA)	FAA A.I.P. 3-45-0030-029-2010	NO. 20 OF 22
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PLOTTED - STATES DIRECTOR - SP/ERS

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)				TRIMMING PAY ITEMS (PER EACH)			
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'	HDWD >20'
T1265	Y	LIVEOAK, 6"	145751	2095056	51	51	0	MARK FOR TRIMMING	43									
T1266	Y	LIVEOAK, 6"	145748	2095059	51	51	0	MARK FOR TRIMMING	43									
T1267	Y	LIVEOAK, 6"	145744	2095055	51	51	0	MARK FOR TRIMMING	43									
T1272	Y	LAURELOAK, 16"	145775	2095096	69	52	17	REMOVE										
T1273	Y	LAURELOAK, 19"	145786	2095110	73	53	20	REMOVE										
T1274	Y	LAURELOAK, 6"	145790	2095117	53	53	0	REMOVE										
T1275	Y	LAURELOAK, 11"	145795	2095112	72	53	19	FIELD VERIFY										
T1276	Y	LIVEOAK, 24"	145811	2095121	66	54	12	REMOVE										
T1277	Y	LIVEOAK, TWIN 8" 22"	145807	2095132	70	54	16	REMOVE										
T1278	Y	LAURELOAK, 9"	145776	2095160	62	53	9	REMOVE										
T1279	Y	LAURELOAK, TWIN 11" 9"	145760	2095173	81	53	28	REMOVE										
T1280	Y	LAURELOAK, 11"	145758	2095185	69	53	16	REMOVE										
T1281	Y	WATEROAK, 7"	145745	2095193	72	53	19	REMOVE										
T1282	Y	WATEROAK, 6"	145742	2095195	69	53	16	REMOVE										
T1283	Y	WATEROAK, 11"	145742	2095200	72	53	19	REMOVE										
T1284	Y	WATEROAK, 10"	145737	2095198	63	53	10	REMOVE										
T1285	Y	WATEROAK, 10"	145733	2095210	57	53	4	MARK FOR TRIMMING	45									
T1286	Y	REDMAPLE, 7"	145726	2095191	56	52	4	MARK FOR TRIMMING	44									
T1287	Y	WATEROAK, 8"	145724	2095186	50	52	-2	MARK FOR TRIMMING	44									
T1288	Y	LAURELOAK, 6"	145717	2095181	54	52	2	MARK FOR TRIMMING	44									
T1289	Y	LAURELOAK, 8"	145715	2095176	55	52	3	MARK FOR TRIMMING	44									
T1290	Y	LAURELOAK, 9"	145715	2095171	74	52	22	REMOVE										
T1291	Y	PINE, 15"	145734	2095176	72	52	20	REMOVE										
T1292	Y	PINE, 15"	145748	2095175	68	53	15	REMOVE										
T1293	Y	LAURELOAK, 15"	145744	2095153	64	52	12	REMOVE										
T1294	Y	LAURELOAK, TWIN 14" 13"	145739	2095151	74	52	22	REMOVE										
T1295	Y	LAURELOAK, 8"	145760	2095146	67	53	14	REMOVE										
T1296	Y	LAURELOAK, 8"	145765	2095147	51	53	-2	MARK FOR TRIMMING	45									
T1297	Y	LIVEOAK, 11"	145759	2095141	67	53	14	REMOVE										
T1298	Y	LIVEOAK, 24"	145757	2095139	70	53	17	REMOVE										
T1299	Y	LAURELOAK, 8"	145745	2095133	68	52	16	REMOVE										
T1300	Y	LIVEOAK, 6"	145740	2095132	30	52	-22	DO NOT DISTURB										
T1301	Y	LAURELOAK, 10"	145740	2095119	75	52	23	REMOVE										
T1302	Y	LAURELOAK, 9"	145726	2095102	71	51	20	REMOVE										
T1303	Y	LIVEOAK, 7"	145722	2095096	66	51	15	REMOVE										
T1304	Y	LIVEOAK, 9"	145721	2095094	61	51	10	REMOVE										
T1305	Y	LAURELOAK, 11"	145720	2095084	61	51	10	REMOVE										
T1306	Y	LAURELOAK, 13"	145702	2095091	67	50	17	REMOVE										
T1307	Y	LAURELOAK, 6"	145692	2095100	71	50	21	REMOVE										
T1308	Y	LIVEOAK, 10"	145710	2095120	52	51	1	MARK FOR TRIMMING	43									
T1309	Y	LAURELOAK, CLUSTER 9" 8"	145690	2095119	72	51	21	REMOVE										
T1311	Y	WATEROAK, 14"	145681	2095122	74	50	24	REMOVE										
T1312	Y	LIVEOAK, 8"	145699	2095137	64	51	13	REMOVE										
T1313	Y	LIVEOAK, 7"	145700	2095139	64	51	13	REMOVE										
T1314	Y	LIVEOAK, 10"	145700	2095143	75	51	24	REMOVE										
T1315	Y	LIVEOAK, SINGLE 9" & TWIN 9" 9"	145697	2095139	76	51	25	REMOVE										
T1316	Y	WATEROAK, 6"	145687	2095160	44	51	-7	MARK FOR TRIMMING	43									
T1317	Y	LIVEOAK, 10"	145710	2095153	67	52	15	REMOVE										
T1318	Y	LIVEOAK, 11"	145709	2095151	69	51	18	REMOVE										
T1319	Y	LIVEOAK, TWIN 6" 11"	145719	2095157	70	52	18	REMOVE										
T1320	Y	LIVEOAK, 6"	145721	2095158	60	52	8	REMOVE										
T1323	Y	LIVEOAK, 21"	145967	2095459	75	62	13	REMOVE										
T1325	Y	LIVEOAK, 29"	145954	2095493	75	62	13	REMOVE										
T1326	Y	LIVEOAK, TWIN 17" 18"	145912	2095465	96	61	35	REMOVE										
T1328	Y	LIVEOAK, 22"	145932	2095436	78	61	17	REMOVE										
T1329	Y	LAURELOAK, 17"	145918	2095441	90	61	29	REMOVE										
T1330	Y	LAURELOAK, 14"	145911	2095443	87	61	26	REMOVE										
T1331	Y	LAURELOAK, 13"	145907	2095454	71	61	10	REMOVE										
T1332	Y	LIVEOAK, 19"	145897	2095428	65	60	5	MARK FOR TRIMMING	52									
T1333	Y	LIVEOAK, 13"	145942	2095473	80	62	18	REMOVE										
T1334	Y	LIVEOAK, 13"	145940	2095455	76	61	15	REMOVE										
T1335	Y	LIVEOAK, 11"	145926	2095457	82	61	21	REMOVE										
T1336	Y	LIVEOAK, 9"	145922	2095458	84	61	23	REMOVE										
T1337	Y	LIVEOAK, 9"	145913	2095422	60	60	0	MARK FOR TRIMMING	52									
T1341	Y	LIVEOAK, 15"	145880	2095439	86	60	26	REMOVE										
T1344	Y	LIVEOAK, 17"	145904	2095396	92	60	32	REMOVE										
T1345	Y	LIVEOAK, TWIN 12" 17"	145906	2095406	60	60	0	REMOVE										
T1347	Y	LAURELOAK, 12"	145931	2095226	66	58	8	FIELD VERIFY										
T1348	Y	LAURELOAK, 11"	145908	2095228	64	58	6	REMOVE										
T1349	Y	LIVEOAK, TWIN 6" 7"	145902	2095233	55	58	-3	MARK FOR TRIMMING	50									
T1350	Y	WATEROAK, 6"	145910	2095237	50	58	-8	MARK FOR TRIMMING	50									
T1351	Y	LAURELOAK, 12"	145879	2095277	69	58	11	DO NOT DISTURB										
T1355	Y	LAURELOAK, 7"	145913	2095208	64	58	6	REMOVE										
T1357	Y	LIVEOAK, TWIN 10" 11"	145900	2095195	71	57	14	MARK FOR TRIMMING	50									
T1358	Y	LAURELOAK, 20"	145887	2095203	79	57	22	REMOVE										
T1359	Y	LIVEOAK, 11"	145892	2095191	69	57	12	REMOVE										
T1362	Y	LIVEOAK, 14"	145880	2095381	68	59	9	REMOVE										
T1363	Y	LIVEOAK, 31"	145876	2095370	75	59	16	REMOVE										
T1365	Y	LIVEOAK, 36", CENTER LOOKS DEAD	145854	2095273	76	57	19	REMOVE										

NOTES:

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 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
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REV. NO.		DATE	DESCRIPTION OF REVISION	DESIGNED BY: HAP/AWF DATE: 05-14-2010					PLANS PREPARED FOR		BEAUFORT COUNTY		HILTON HEAD ISLAND AIRPORT (HXD)		HILTON HEAD ISLAND, SC		TREE DATA (16 OF 17)	
CHECKED BY: JES/CFS		DATE: 05-20-2010	DRAWN BY: SAS DATE: 06-08-2010		PROJECT NO. (CLIENT)				PROJECT NO. (WSA)		104460OBSREM		FAA A.I.P. 3-45-0030-029-2010		NO. 21 OF 22			

TREE ID	IN BUFFER OR WETLAND	TREE TYPE & DBH	NORTHING	EASTING	TOP ELEVATION	AIRSPACE ELEVATION	PENETRATION	PROPOSED ACTION	TOP ELEVATION AFTER TRIMMING	AS-BUILT ACTION	REMOVAL PAY ITEMS (PER EACH)			TRIMMING PAY ITEMS (PER EACH)			
											PINE 6" & UP	HDWD 6" - 12"	HDWD >12" - 24"	HDWD >24"	PINE 6" & UP	HDWD 1" - 10"	HDWD >10' to 20'
T1366	Y	BLACKCHERRY, TWIN 6", 5"	145851	2095294	66	57	9	REMOVE									
T1367	Y	LIVEOAK 18"	145839	2095355	80	57	23	REMOVE									
T1368	Y	LIVEOAK 9"	145822	2095326	55	57	-2	MARK FOR TRIMMING	49			1					
T1369	Y	LAURELOAK 9"	145826	2095295	70	56	14	REMOVE							1		
T1370	Y	LIVEOAK 11"	145839	2095276	52	56	-4	MARK FOR TRIMMING	48			1					
T1371	Y	WATEROAK 7"	145819	2095296	61	56	5	MARK FOR TRIMMING	48						1		
T1372	Y	LIVEOAK 12"	145810	2095282	73	56	17	REMOVE				1				1	
T1373	Y	LIVEOAK 17"	145811	2095274	58	56	2	MARK FOR TRIMMING	48						1		
T1374	Y	LIVEOAK 19"	145813	2095270	79	56	23	REMOVE									
T1375	Y	WATEROAK 16"	145824	2095256	79	56	23	REMOVE				1					
T1376	Y	LAURELOAK 14"	145800	2095256	73	55	18	REMOVE				1					
T1377	Y	WATEROAK 10"	145776	2095256	68	55	13	REMOVE				1	1				
T1378	Y	WATEROAK 7"	145766	2095251	55	54	1	MARK FOR TRIMMING	46			1				1	
T1379	Y	WATEROAK 9"	145769	2095239	71	54	17	REMOVE				1					
T1380	Y	WATEROAK, TWIN 7", 4"	145760	2095234	46	54	-8	DO NOT DISTURB									
T1381	Y	WATEROAK 10"	145787	2095232	63	55	8	REMOVE				1					
T1382	Y	LIVEOAK 7"	145787	2095215	64	54	10	REMOVE				1					
T1383	Y	WATEROAK 15"	145784	2095206	59	54	5	MARK FOR TRIMMING	46								
T1384	Y	LAURELOAK, TWIN 8", 6"	145807	2095217	55	55	0	MARK FOR TRIMMING	47							1	
T1385	Y	LAURELOAK, TWIN 14", 21"	145822	2095229	70	55	15	REMOVE							1		
T1386	Y	LAURELOAK, CLUSTER 5", 8"	145780	2095199	68	54	14	REMOVE									
T1388	Y	WATEROAK 13"	145846	2095148	61	55	6	MARK FOR TRIMMING	47			1	1				
T1389	Y	LAURELOAK 11"	145826	2095160	67	55	12	REMOVE									1
T1390	Y	LIVEOAK 13"	145827	2095149	62	54	8	REMOVE				1					
T1391	Y	LIVEOAK, TWIN 30", 50"	145831	2095132	69	54	15	MARK FOR TRIMMING	53				1				
T1392	Y	LAURELOAK 7"	145818	2095154	51	54	-3	MARK FOR TRIMMING	46							1	
T1399	Y	LIVEOAK CLUSTER, SAME ROOT 7", 6", 8", 9", 7", 7"	145584	2095471	54	52	2	MARK FOR TRIMMING	44							1	
T1400	Y	LIVEOAK 7"	145579	2095467	47	52	-5	MARK FOR TRIMMING	44							1	
T4501	N	WATEROAK 9"	145782	2095291	59	55	4	LS REMOVE									1
T4502	N	WATEROAK, TWIN 9", 12"	145756	2095346	68	55	13	LS REMOVE									
T4503	N	LAURELOAK 9"	145793	2095442	88	57	31	LS REMOVE									
T4504	N	LAURELOAK 9"	145787	2095453	75	57	18	LS REMOVE									
T4505	N	LAURELOAK 11"	145773	2095442	75	57	18	LS REMOVE									
T8156	N	LIVEOAK, TWIN 48", 22"	145998	2095297	76	61	15	LS REMOVE									
T8972	N	LAURELOAK 18"	145908	2095369	86	60	26	LS REMOVE									
T8974	N	LAURELOAK, TRIPLE 16", 14", 11"	145940.1	2095389	77	61	16	LS REMOVE									

NOTES:

- PER TOWN OF HILTON HEAD ISLAND LAND MANAGEMENT ORDINANCE FOR TREES WITHIN BUFFERS AND WETLANDS:
 - SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED TO ONE (1) FOOT BELOW AIRSPACE ELEVATION
 - HARDWOODS OTHER THAN SPECIMEN LIVEOAK TREES ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW 5 YEARS GROWTH (ESTIMATED TO BE 8 FEET)
 - PINES AND OTHER CONIFERS ARE TO BE TRIMMED A SUFFICIENT DISTANCE BELOW THE AIRSPACE ELEVATION TO ALLOW TEN YEARS GROWTH (ESTIMATED TO BE 20 FEET)
- IT IS ASSUMED THAT A TREE WOULD BE REMOVED IF THE RESULTANT HEIGHT REDUCTION BY TRIMMING IS 33% OR GREATER. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE PROJECT ARBORIST.
- THE PROJECT ARBORIST SHALL DETERMINE WHICH TREES SHALL BE MARKED FOR TRIMMING WHETHER SHOWN TO BE TRIMMED OR REMOVED.

- CONTRACTOR SHALL USE THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR TO MARK TREES FOR TRIMMING.
- SURVEYOR SHALL MARK THE CUTOFF ELEVATION BY MEASURING FROM A KNOWN ELEVATION ON THE GROUND UPWARD RATHER THAN FROM THE TOP OF THE TREE DOWNWARD.
- FOR PAYMENT PURPOSES EACH ROW OF DATA DEFINES A SINGLE TREE. SIZE OF A CLUSTER, TWIN, TRIPLE AND/OR QUAD IS DETERMINED BY ADDING THE DIAMETERS, I.E. CLUSTER 8", 8", & TWIN 7", 9" = 32" DBH.
- DATA DOES NOT INCLUDE TREES <6" DBH. TREES <6" DBH SHALL BE TRIMMED OR REMOVED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES 2 THRU 6.
- SEE SHEETS 4 AND 5 FOR ADDITIONAL NOTES REGARDING TREE TRIMMING AND CLEARING REQUIREMENTS.
- TREES WITH PROPOSED ACTION "LS REMOVE" ARE LOCATED OUTSIDE OF WETLANDS AND BUFFER AREAS. PAYMENT FOR REMOVAL IS LUMP SUM.

REV. NO.		DATE	DESCRIPTION OF REVISION

DESIGNED BY: HAP/AWF DATE: 05-14-2010 DRAWN BY: SAS DATE: 06-08-2010 CHECKED BY: JES/CFS DATE: 05-20-2010			PLANS PREPARED BY 	PLANS PREPARED FOR BEAUFORT COUNTY HILTON HEAD ISLAND AIRPORT (HXD) HILTON HEAD ISLAND, SC	TREE DATA (17 OF 17)
PROJECT NO. (CLIENT):		PROJECT NO. (WSA):		FAA A.I.P. 3-45-0030-029-2010	
		104460-OBSREM		NO. 22 OF 22	

PLOTTED - SQUARES DIRECTORY - 8/15/10

Land Management Ordinance Sections used to make the administrative determination.

Sec. 16-3-404. Tree Protection Approval Application

- A. A tree protection approval application shall include the following items:
 - 1. An application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105.
 - 2. A complete tree survey, as described in Sec. 16-3-405;
 - 3. A brief written narrative of proposed plans for tree protection and replacement;
 - 4. A complete tree tally sheet listing trees by category (See Sec. 16-6-407).
 - 5. A complete site development plan showing utility lines, grading activities, and building elevations in relation to existing trees and denoting trees to be removed with an "X";
 - 6. Replacement or supplemental tree planting schedule, if required.
- B. Persons applying for minor construction or alteration to existing development may submit a sketch of the trees on the site and the proposed building in lieu of numbers 2, 4, 5, and 6 above. Tree planting requirements for this activity shall be based on the size and species of trees removed.
- C. Public projects shall submit items 1, 2, 3, 5, and 6. A count of the number of trees removed in each Category that are 12 inches in DBH or greater shall be submitted in lieu of item 4. Tree planting requirements will be based on this count at the replacement rate of one tree for every ten inches in DBH removed or an appropriate amount as determined by the administrator. Size of trees shall be as required in Sec. 16-6-406.E.

Sec. 16-3-407. Review and Action by Administrator

- A. Following review of a completed tree protection approval application and tree survey inspection, the Administrator shall either approve, approve with conditions, or disapprove the application.
- B. Tree approval does not authorize any tree removal or development activity until such time as development plan approval is granted. A pre-clearing inspection, as indicated on the tree approval, is also required prior to beginning the above activities.

Sec. 16-3-408. Appeal

Appeals of administrative decisions made by the Administrator shall be made to the Board of Zoning Appeals within 14 calendar days of receipt of the decision, in accordance with the procedures in Article XX.

Sec. 16-4-403. Overlay District Regulations

- C. Approach Path. Within the Approach Path, no building, structure, utility pole or protrusion of any kind thereof shall be permitted to extend to a height measured from the mean elevation of the airport runway that exceeds the limits established by the methodology described herein.
 - 1. The maximum height limits permitted under this Title of 75 feet shall be lowered as necessary to correspond with the limits established as follows:
 - a. Along both sides and ends of the airport primary surface area, at the extremity of the primary surface, the height restriction shall be zero feet. Moving outward from both

- sides of the runway, 250 feet from the runway center line, the height limit shall increase at the rate of 1 foot upward per 7 linear feet, or a ratio of 1:7.
- b. Moving outward from both ends of the runway primary surface area, the height limit shall increase at the rate of 1 foot upward per 34 linear feet, or a ratio of 1:34. From both ends of the primary surface area, the area subject to these special height limitations shall fan outward beyond the area that would be covered if the height limitation from the sides of the primary surface area extended beyond the ends of the runway.
2. The following process has been established for tree pruning, topping and removal on and off airport property to address the height limits in 16-4-403.C.1.a and b. For purposes of this section, on airport property shall be defined as any Beaufort County owned property in the approach path used for the operations of the Hilton Head Island Airport and off airport property shall be defined as that property affected by the height limits in the approach path. The requirements listed below are the only requirements in this Title that the Hilton Head Island Airport must follow for tree pruning, topping and removal in the approach path.
- a. On Airport Property
 - i. Submit only items 1 and 3 under Section 16-3-404.A, Tree Protection Approval Application. In lieu of the other items the applicant will submit a site plan and copies of all required permits from other agencies. The applicant may phase the tree pruning, topping and removal by parcel. The site plan must identify the parcels where trees will be pruned or removed and delineate any wetlands and wetland buffers within the subject parcels. Additionally, the Town of Hilton Head Island and Beaufort County will jointly fund and employ an arborist to document the size and species of each removed tree by parcel. This data will be used to prepare a mitigation plan and to calculate any required fee for the tree replacement fund.
 - ii. Prior to any tree pruning or removal the applicant shall flag all buffers and wetlands.
 - iii. In meeting the height requirements of 16-4-403.C.1.a and b, all adjacent use buffers and adjacent street buffers shall be a minimum of 75 feet in width. As represented in Figure 1 additional buffers will also be required in the following areas:
 - a. between the 75 foot buffer and the wetland buffer related to the wetland on airport property in closest proximity to St. James Baptist Church and between this wetland buffer and the 75 foot buffer near Beach City Road and
 - b. between the wetland buffer related to the wetland on airport property in closest proximity to St. James Baptist Church and the 1:34 approach slope line.
 - iv. All trees within the 1:34 slope, unless located within wetlands, wetland buffers or any buffers listed in 16-4-403.C.2.a.iii may be removed.
 - v. The arborist will determine which trees within the 1:7 slope, wetlands or any buffers have exceeded or have the potential to exceed the height requirements in 16-4-403.C.1.a and b within five years [hardwoods] of the approval date or ten years [conifers] of the approval date based on the species and maturity of

each tree; the arborist will then identify which of these trees can be pruned to be out of the approach path and to the five or ten year growth potential, respectively. For the purposes of this section, conifers are defined as cone-bearing trees with needle-like leaves, to include the cypresses as well as those trees listed in Category III of Section 16-6-407. Those trees that the arborist determines require such severe pruning that they can no longer support themselves may be removed. Those specimen trees and trees in any wetland buffer that cannot be pruned may be removed without a variance. Those trees in any wetland that cannot be pruned may be removed without a wetland alteration permit. Reasonable care shall be taken to protect the understory vegetation. Mechanized vehicles shall not be used in wetlands or any buffers.

ARTICLE XX. APPEALS OF ADMINISTRATIVE DECISIONS

Sec. 16-3-2001. Who May Appeal

Any person aggrieved by a decision, interpretation or determination of the Administrator or the Planning Commission may bring an appeal to the Board of Zoning Appeals by filing an application with the Administrator. An aggrieved person is defined as any property owner within 350 feet of the property for which a decision or determination has been rendered, and may include persons owning property beyond 350 feet if it is determined by the Board of Zoning Appeals that such property owners may be affected by a decision or determination of the Administrator or the Planning Commission.

Sec. 16-3-2002. Deadline for Submission of Application

An application for appeal shall be filed (received by the Administrator or postmarked) within 14 calendar days of receipt of the decision being appealed in order to be considered by the Board of Zoning Appeals.

(Revised 1/15/08--Ordinance 2008-01)

Sec. 16-3-2003. Action by Board of Zoning Appeals

At the conclusion of the proceeding on the appeal, the Board of Zoning Appeals shall take one of the following actions and make written findings consistent with the provisions of this Article:

(Revised 9/5/06--Ordinance 2006-19)

- A. Affirm the action of the Administrator or,
- B. Modify the action of the Administrator, and to that end, the Board of Zoning Appeals shall have all the powers of the Administrator, and may issue a permit or direct that a permit be issued; provided however that the affirmative vote of a majority of the Board of Zoning Appeals shall be required to modify the Administrative decision; or,
- C. Reverse the action of the Administrator, and to that end, the Board of Zoning Appeals shall have all the powers of the Administrator, and may issue a permit or direct that a permit be issued; provided however that the affirmative vote of a majority of the Board of Zoning Appeals shall be required to reverse the Administrative decision.

(Revised 4/2/02--Ordinance 2002-10)

Sec. 16-3-2004. Submission Requirements

An application for appeal shall consist of information necessary for the Board of Zoning Appeals to make a determination regarding the appeal request, including, but not limited to the following:

- A. An application form as published by the Administrator and appropriate fee as required by Sec. 16-3-105.
- B. A written narrative explaining in detail the appeal requested and the reasons why an appeal should be granted.

(Revised 5/4/04--Ordinance 2004-22)



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Nicole Dixon, *Senior Planner*
DATE: October 11, 2010
SUBJECT: Rules of Procedure

The following revisions to the Rules of Procedure were discussed at the September 27th meeting and are ready for the Board's adoption.

Article V. Meetings and

Quorum Section 2. Quorum.

~~A quorum shall consist of four (4) members of the board for regular business and six (6) members for an appeal from the Administrator's decision. A majority of the Board shall constitute a quorum for the conduct of business.~~ The Secretary will notify the Chairman in the event projected absences will result in the lack of a quorum. If a quorum is established, then a member leaves, the quorum is no longer present. In the absence of a quorum, no further business requiring a vote shall be transacted and any such business shall be postponed to the next meeting.

Article VI. Meeting Administration, Public Comment, Notices, Fees, Voting Supplemental Submissions/Briefs Section 9. Voting.

- 1 A Board member must be present at the beginning of each case to be permitted to discuss and vote on the case. If a Board member that was absent at the beginning of the hearing establishes requisite knowledge of the case, the member may be permitted to discuss and vote on the case by a majority vote of the Board.
- 2 All members of the Board, including the Chairman, shall be voting members, and shall be entitled to vote on any issue before the Board unless disqualified by law.
- 3 For Appeals from Administrator's decision, a majority vote of the entire Board shall be necessary, thus requiring at least ~~4~~ affirmative votes to pass a motion ~~6 members to be present~~.
- 4 A simple majority of a quorum shall be required to conduct all other Board business including a decision on an Application for Variance or Special Exception.

Section 10. Supplemental Submissions/Briefs.

Any supplemental written submission or legal brief must be delivered [~~Original plus seven (7) copies one (1) hard copy or one (1) copy sent via e-mail~~] to the Secretary of the Board no later than 8:00am the business day before the public meeting day in order for the Secretary to distribute such submission to each Board member by the close of business that day. This excludes any business days when the Town is closed. The Board reserves the right to require or permit later written submissions or briefs and/or proposed findings of fact and conclusions of law to be submitted by the Appellant, Applicant for Variance or Special Exception, or Town Staff. Any submission or brief containing any citation to an opinion of a court must include a complete copy of the cited opinion. Any written or oral information sent directly to any Board member shall be disregarded and promptly turned over to the Chairman through the Secretary of the Board.

South Carolina State Code of Laws SECTION 6-29-780. Board of zoning appeals; membership; terms of office; vacancies; compensation.

(A) As a part of the administrative mechanism designed to enforce the zoning ordinance, the zoning ordinance may provide for the creation of a board to be known as the board of zoning appeals. Local governing bodies with a joint planning commission and adopting a common zoning ordinance may create a board to be known as the joint board of appeals. All of these boards are referred to as the board.

(B) The board consists of not less than three nor more than nine members, a majority of which constitutes a quorum, appointed by the governing authority or authorities of the area served. The members shall serve for overlapping terms of not less than three nor more than five years or after that time until their successors are appointed. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The governing authority or authorities creating the board of zoning appeals may remove any member of the board for cause. The appointing authorities shall determine the amount of compensation, if any, to be paid to the members of a board of zoning appeals. None of the members shall hold any other public office or position in the municipality or county.



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Board of Zoning Appeals
FROM: Nicole Dixon, *Senior Planner*
DATE: October 11, 2010
SUBJECT: Administrative Waivers

The Board of Zoning Appeals (BZA) requested that staff keep them informed of administrative waivers that are granted by staff based on the provisions in Section 16-7-106 of the Land Management Ordinance (LMO). This memo will be distributed every month at the regular BZA meetings and will be discussed under staff reports on the agenda. Even if there have been no waivers for the month, a memo will be included in the packet to inform the BZA members of that.

The following language is contained in Section 16-7-106 Waiver by Administrator which gives the Administrator the power to grant waivers for existing nonconforming structures and site features.

“The Administrator may waive any provision of Article III or IV dealing with nonconforming structures and site features, respectively, upon a determination that:

- A. The proposed expansion, enlargement or extension does not encroach further into any required buffers or setbacks or increase the impervious area; and
- B. The proposed expansion, enlargement, or extension does not occupy a greater footprint than the existing nonconforming site feature or structure; and
- C. The proposed expansion, enlargement, or extension does not result in an increase in density greater than allowed per Sec. 16-4-1501, or the existing density, whichever is greater; and
- D. The applicant agrees to eliminate nonconformities or provide site enhancements that the Administrator determines are feasible in scope and brings the site into substantial conformance with the provisions of this Title (e.g. meeting buffer, impervious area and open space requirements); and
- E. The proposed expansion, enlargement or extension would not have a significant adverse impact on surrounding properties or the public health, safety and welfare; and
- F. If an applicant requests to relocate a nonconforming structure on the same site, they must bring the structure into conformance to the extent deemed practicable by the Administrator.”

There have not been any administrative waivers granted by staff since the September Board of Zoning Appeals meeting.