



**County Council of
Beaufort County**
County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Meeting Agenda

County Council of Beaufort County

Monday, February 22, 2021 at 6:00 PM

This meeting will be held both in person at the county council chambers, 1000 Ribaut Road, Beaufort, and also virtually through Webex. Please be aware that there is limited seating available for the in-person meeting, and attendees must wear masks

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION – Council Member McElynn
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - November 9, 2020; December 7, 2020; January 4, 2021
6. ADMINISTRATOR'S REPORT

PRESENTATIONS AND PROCLAMATIONS

7. A BLACK HISTORY MONTH TRIBUTE TO DR. GEORGE R. CARRUTHERS, MAN OF SCIENCE
8. PROCLAMATION HONORING JAMES FARGHER

CITIZEN COMMENTS

9. **CITIZENS COMMENTS** – CITIZENS MAY JOIN VIA WEBEX USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 129 982 5973

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

COMMITTEE REPORTS

10. LIAISON AND COMMITTEE REPORTS

CONSENT AGENDA

11. CONSENT AGENDA ITEMS (SEE PAGE 3)
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PUBLIC HEARINGS AND ACTION ITEMS

- [12.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ISSUE A TAX ANTICIPATION NOTE (TAN) DUE TO A DELAY OF TAX COLLECTIONS
- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE REGARDING THE AMENDMENT TO ARTICLE 7, SECTION 7.3.30.E (APPEALS)
- [14.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT #901094 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY
- [15.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT #901093 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY
-

BOARDS AND COMMISSIONS

- [16.](#) CONSIDERATION OF A REAPPOINTMENT FOR JAMES BACKER TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
- 2nd TERM
- APPROVED ON 02.16.21 VIA PUBLIC FACILITIES
- TERM EXPIRES IN 2024
- 8/11 VOTE NEEDED FOR APPROVAL
- [17.](#) CONSIDERATION OF AN APPOINTMENT FOR JEFF ALTHOFF TO THE KEEP BEAUFORT COUNTY BEAUTIFUL BOARD
- 1st TERM
- APPROVED ON 02.16.21 VIA PUBLIC FACILITIES
- TERM EXPIRES IN 2023/11 VOTE NEEDED FOR APPROVAL
- [18.](#) CONSIDERATION OF A REAPPOINTMENT FOR MARC FEINBERG TO THE STORMWATER MANAGEMENT UTILITY BOARD
- 3rd TERM
- APPROVED ON 02.16.21 VIA PUBLIC FACILITIES
- TERM EXPIRES IN 2025
- 10/11 VOTE NEEDED FOR APPROVAL

19. CONSIDERATION OF AN APPOINTMENT FOR NICHOLAS MESSENBURG TO THE AIRPORTS BOARD REPLACING DAN AHERN
1st TERM
APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING
TERM EXPIRES IN 2023
6/11 VOTE NEEDED FOR APPROVAL
20. CONSIDERATION OF A REAPPOINTMENT FOR STEPHEN HILL TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
2nd TERM
APPROVED ON 02.16.21 VIA PUBLIC FACILITIES COMMITTEE
TERM EXPIRES IN 2022
21. CONSIDERATION OF A REAPPOINTMENT FOR JOSEPH STROMAN TO THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
3rd TERM
APPROVED ON 02.16.21 VIA PUBLIC FACILITIES COMMITTEE
TERM EXPIRES IN 2024
22. CONSIDERATION OF A REAPPOINTMENT FOR PAUL JERNIGAN TO THE BOARD OF ASSESSMENT APPEALS
3rd TERM
APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING
TERM EXPIRES IN 2025
10/11 VOTE NEEDED APPROVAL
23. CONSIDERATION OF REAPPOINTMENT FOR KENNETH JOY TO BOARD OF ASSESSMENT APPEALS
3rd TERM
APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING
TERM EXPIRES IN 2025
10/11 VOTE NEEDED FOR APPROVAL
24. CONSIDERATION OF A REAPPOINTMENT FOR ROBERT COONTO THE BOARD OF ASSESSMENT APPEALS
3rd TERM
APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING
TERM EXPIRES IN 2025
10/11 VOTE NEEDED FOR APPROVAL

[25.](#) CONSIDERATION OF AN APPOINTMENT FOR VERNITA DORE, REPLACING ANDREA ALLEN, TO THE BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES

1st TERM

APPROVED ON 02.8.21 VIA EXECUTIVE COMMITTEE

TERM EXPIRES IN 2025

VOTE 6/11 NEEDED FOR APPROVAL

[26.](#) CONSIDERATION OF REINSTATEMENT FOR KATHY COOPER

3rd Term

APPROVED ON 02.8.21 VIA EXECUTIVE COMMITTEE

TERM EXPIRES IN 2025

VOTE 6/11 NEEDED FOR APPROVAL

CITIZEN COMMENTS

27. CITIZEN COMMENTS

28. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

1. A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.

Items Originating from the Finance Committee

2. THIRD READING OF AN ORDINANCE FOR REFUNDING BONDS
3. THIRD READING OF AN ORDINANCE FOR 2021 AWARDS FOR STATE ACCOMMODATION TAX

Items Originating from the Public Facilities Committee

4. RECOMMENDATION OF AWARD FOR IFB#121720E ROADWAY PAVEMENT CONDITION SURVEY (\$332,700)
5. RECOMMENDATION OF AWARD FOR IFB #120820E BEAUFORT COUNTY ROAD RESURFACING YEAR 4 ASPHALT REJUVENATOR (\$201,366)
6. RECOMMENDATION OF AWARD FOR IFB #121020E BEAUFORT COUNTY ROAD RESURFACING YEAR 4 (\$1,607,321)
7. RECOMMENDATION OF AWARD FOR IFB #010821 – EVERGREEN REGIONAL POND (\$746,602.88)
8. RENEWAL OF HILTON HEAD ISLAND AIRPORT MUTUAL AID AGREEMENT WITH THE TOWN OF HILTON HEAD FOR COORDINATED FIRE RESCUE SERVICES (NO FISCAL IMPACT)

END OF CONSENT AGENDA



**County Council of
Beaufort County
Caucus**

Chairman

JOSEPH F. PASSIMENT, JR.

Vice Chairman

D. PAUL SOMMERVILLE

Council Members

MICHAEL COVERT

GERALD DAWSON

BRIAN E. FLEWELLING

YORK GLOVER, SR.

CHRIS HERVOCHON

ALICE G. HOWARD

MARK LAWSON

LAWRENCE P. MCELYNN

STU RODMAN

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Administration Building

Beaufort County Government

Robert Smalls Complex

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County Council Caucus Meeting Minutes

Monday, November 09, 2020 at 5:00 PM

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30PM

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Michael Covert

Council Member Gerald Dawson

Council Member Brian Flewelling

Council Member York Glover

Council Member Stu Rodman

Council Member Chris Hervochoon

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

PLEDGE OF ALLEGIANCE

Council Member Rodman led the pledge of allegiance

FOIA

Chairman Passiment stated notification of this meeting had been published, posted and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Rodman to approve the agenda. Motion passed without objection.

DISCUSSION ITEMS

Council Member Howard stated she would like to remove consent agenda item #5 to an action item.

Council Member Flewelling stated he was concerned there was not a second reading of the mask ordinance on the agenda as it was approved at first reading and it should be on there and requested it be on an upcoming agenda to either be voted down or in favor of.

Chairman Passiment stated he will add it to the December agenda.

Council Member Rodman stated backup was at 700+ pages and wants to figure out a way to condense it.

EXECUTIVE SESSION

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member McElynn to go into executive session to Discuss the employment of an Interim County Administrator (SECTION 30-4-70. (a) (1).

There were no items out of executive session.

ADJOURNMENT

Meeting adjourned at 6:10PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



**County Council of
Beaufort County
County Council Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervochon
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

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County Council Meeting Minutes

Monday, November 09, 2020 at 6:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00PM

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville
- Council Member Michael Covert
- Council Member York Glover
- Council Member Chris Hervochon
- Council Member Stu Rodman
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn
- Council Member Gerald Dawson
- Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Stu Rodman led the pledge of allegiance and delivered the invocation.

Chairman Passiment recognized all individuals present that have served or currently serve in the armed forces.

FOIA

Chairman Passiment stated public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina freedom of information act

APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Dawson, Seconded by Council Member Flewelling to amend the agenda to include an action item for the approval of a contract with Eric Greenway as Interim County Administrator from 11/9/2020 - 6/30/2021; and move Item number 5 from the consent agenda and place it under action items. Motion approved without objection.

Main Motion: It was moved by Council Member Glover, Seconded by Council Member Flewelling to approve the agenda as amended. Motion approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member McElynn, Seconded by Council Member Howard to approve the minutes of September 28, 2020; October 5, 2020; October 9, 2020 and October 12, 2020. Motion approved without objection.

ADMINISTRATOR'S REPORT

Mr. Greenway commended the Beaufort County Facilities team for constructing the safety partitions in council chambers and getting the room CDC compliant.

Mr. Greenway then proceeded to recognize the following individuals for their hard work and dedication to Beaufort county:

Amy Rusnak, Information Technology Specialist Beaufort County Assessor's Office; Frances Collins, Accounts Payable Beaufort County Finance Department; Janet Andrews, Accounting Supervisor Beaufort County Finance Department; Tanya Ward, Assistant Deputy Treasurer Beaufort County Treasurer's Office; Crystal Athey, Tax Agent Beaufort County Treasurer's Office; Tanner Powell, Special Projects Engineer Beaufort County Public Works; Katie Herrera, Assistant Stormwater Manager Beaufort County Stormwater; and Brittane Fields, Sr. Administrative Specialist Beaufort County Engineering.

CITIZEN COMMENTS

There were no citizen comments.

LIAISON AND COMMITTEE REPORTS

Council Member Howard announced the library system had filled one vacancy but still had seven vacancies to fill in the fields of research, resume service, etc. She also stated they are continuing to meet with architects regarding the renovations to the Bluffton library with bids probably awarded sometime in January 2021. Total circulation numbers for October 2020 were over 51,000 items, making it a 179% increase over September 2020 to include both digital and physical titles.

Council Member McElynn stated the Community Services Public Safety Committee we will be meeting on December 7, 2020 with agenda review to be held the Wednesday prior to that date.

CONSENT AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Hervochon to approve the consent agenda. Motion approved without objection.

ADDITIONAL ACTION ITEM REGARDING INTERIM COUNTY ADMINISTRATOR, ERIC GREENWAY

Motion: It was moved by Council Member Sommerville, Seconded by Council Member McElynn to approve Eric Greenway as Interim County Administrator for the term of 11/9/2020 to 6/30/2021 to include the employment agreement previously distributed to and reviewed by all members of county council.

Council Member Hervochon asked what the salary amount would be. Chairman Passiment stated \$190,000. Council Member Hervochon then asked for a roll call vote.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Voting Abstaining: Council Member Hervochon. Motion Passes 10:0 with 1 Abstention.

ACTION ITEMS

Public Hearing and Second Reading of an ordinance for Beaufort County business license tax standardization

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve Second Reading of an ordinance for Beaufort County business license tax standardization.

Chairman Passiment opened the floor for public hearing.
No one came forward.
Chairman Passiment closed public hearing.

Motion approved without objection.

Public Hearing and Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project glass providing for a payment of a fee in lieu of taxes and other matters related thereto

Motion: It was moved by Council Member Covert, Seconded by Council Member Flewelling to approve Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project glass providing for a payment of a fee in lieu of taxes and other matters related thereto

Chairman Passiment opened the floor for public hearing.
No one came forward.
Chairman Passiment closed public hearing.

Motion approved without objection.

Public Hearing and Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project burger providing for a payment of a fee in lieu of taxes and other matters related thereto

Motion: It was moved by Council Member Howard, Seconded by Council Member Flewelling to approve Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project burger providing for a payment of a fee in lieu of taxes and other matters related thereto.

Chairman Passiment opened the floor for public hearing.
No one came forward.
Chairman Passiment closed public hearing.

Motion approved without objection.

Public Hearing and Second Reading of an ordinance to authorize and approve a multi-county park agreement by and between Beaufort County and Jasper County (projects stone, garden, glass, and burger); to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues within Jasper County.

Motion: It was moved by Council Member Hervochon, Seconded by Council Member Flewelling to approve Second Reading of an ordinance to authorize and approve a multi-county park agreement by and between Beaufort County and Jasper County (projects stone, garden, glass, and burger); to require the payment of a fee in lieu of ad valorem taxes by businesses and industries located in the park; to apply zoning and other laws in the park; to provide for law enforcement jurisdiction in the park; and to provide for the distribution of park revenues within Jasper County.

Chairman Passiment opened the floor for public hearing.
No one came forward.

Chairman Passiment closed public hearing.

Motion approved without objection.

Public Hearing and Second Reading of an ordinance authorizing the execution and delivery of a special source revenue credit agreement by and among Beaufort County, South Carolina and project stone, providing for the issuance of special source revenue credits and other matters related thereto.

Motion: It was moved by Council Member McElynn, Seconded by Council Member Flewelling to approve Second Reading of an ordinance authorizing the execution and delivery of a special source revenue credit agreement by and among Beaufort County, South Carolina and project stone, providing for the issuance of special source revenue credits and other matters related thereto.

Chairman Passiment opened the floor for public hearing.

No one came forward.

Chairman Passiment closed public hearing.

Motion approved without objection.

Public Hearing and Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project garden providing for a payment of a fee in lieu of taxes and other matters related thereto.

Motion: It was moved by Council Member McElynn, Seconded by Council Member Flewelling to approve Second Reading of an ordinance authorizing the execution and delivery of a fee agreement by and between Beaufort County, South Carolina and project garden providing for a payment of a fee in lieu of taxes and other matters related thereto.

Chairman Passiment opened the floor for public hearing.

No one came forward.

Chairman Passiment closed public hearing.

Motion approved without objection.

Consideration of an ordinance regarding a text amendment to Beaufort County ordinance, chapter 78: floods, to establish the implementation date of March 23, 2021

Motion: It was moved by Council Member Howard, Seconded by Council Member McElynn to approve an ordinance regarding a text amendment to Beaufort County ordinance, chapter 78: floods, to establish the implementation date of March 23, 2021.

Chairman Passiment opened the floor for discussion.

Council Woman Howard asked Assistant County Administrator, Chuck Atkinson if the new maps included a higher base flood or is it being lowered overall? Mr. Atkinson responded that it would be a combination of both further stating that typically with these new maps, the base flood elevation is a measurement above mean sea level. The build to line is going to go down and the reason why it's going down is because 1988 data and there is a difference. The 1988 data was a much more accurate than the 1929. In Beaufort County the building code gives a plus one to the bfg, so it is going down but in the bfg is going to bring it back up a foot. Some areas are going to be lower; are going to be about the same.

Motion approved without Objection.

CITIZEN COMMENTS

Chairman Passiment stated all of Council received a few emails with comments but he was not going to read each of them as he knew all of council had received them and would respond.

ADJOURNMENT

Meeting adjourned at 7:10PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



Special Called Meeting of County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

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County Council Meeting Minutes

County Council of Beaufort County

Monday, December 07, 2020 at 1:00 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member York Glover

Council Member Chris Hervochon

Council Member Stu Rodman

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

Council Member Gerald Dawson

ABSENT

Council Member Michael Covert

Council Member Brian Flewelling

CALL TO ORDER

Chairman Passiment called the meeting to order at 1:02 pm

PLEDGE OF ALLEGIANCE

Chairman Passiment lead the Pledge of Allegiance.

FOIA

Chairman Passiment noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion: It was moved by Council Member Hervochon, seconded by Council Member Rodman to amend the agenda to discuss the one time PTO cash out for Beaufort County Employees and be placed as item# 8 before Executive Session. The motion was approved without objection.

Motion: It was moved by Stu Rodman, seconded by Council Member McElynn to add a second Executive Session item designated as legal claims for Attorney Client Privilege as item# 9. The motion was approved without objection.

Motion: It was moved by Stu Rodman, seconded by Council Member McElynn to approve agenda as amended. The motion was approved without objection.

ACTION ITEMS

A resolution requesting and authorizing the Treasurer to accept prepayments of ad valorem taxes and fees for tax year 2020, due to the Auditor's anticipated delay in the completion of amending the annual tax roll to reflect the correct millage for Rural & Critical Debt Service.

Discussion: A statement was read into the record regarding the necessity of this resolution, read by Chairman Passiment. The auditor will not be able to produce accurate tax bills by the end of this year.

Maria Wall, Treasurer, ** read the presentation regarding the outlined process regarding the tax bill. Verbal authorization from the IRS regarding the outlined presentation. **

Within the presentation this was discussed:

Prepaying 2020 Taxes: is optional, Customers will still get a bill because it is required by law, the deadline will be extended again, Customer intended payment date will be the effective date on their receipt.

Benefits: Real and personal property tax bills will be able to be paid in the calendar year 2020, online customers will immediately receive a receipt for income tax purposes, revenues will be collected for and distributed to government agencies, customers will still have an extended time to pay without penalty.

Challenges: Until the Auditor's Office has completed their work- extremely manual process, data reporting will be unavailable, refunds will be limited and delayed, installment payments will not be reflected in the balances due, the general ledger will not reflect the revenues collected.

Reviewed the process of paying taxes online via video.

Steps: Go to myBeaufortCounty, look up your bill, pay the amount due, get a receipt, wait for a refund or follow up bill with a residual amount due.

Towns/Agencies: Revenues collected cannot be disbursed in the usual manner, proposing to use a warrant system where funding requests are fulfilled for the agencies, as needed, once revenues are recorded, any differences would be addressed with the individual agency.

Requirements: A completion of the eGov extract in Aumentum, Teamwork, grace, and patience, potentially, additional budgetary funding for additional costs.

Motion: It was moved by Vice Chairman Sommerville, seconded by Council Member Glover sign a resolution authorizes the Treasurer Office to accept prepayments of ad valorem taxes and fees for tax year 2020 to ensure continued government services throughout Beaufort County and to provide taxpayers the ability to pay during calendar year 2020. The motion was approved without objection.

An update on the Town of Hilton Head Island Sheriff User Fee litigation and settlement negotiations

Chairman Passiment ** read a statement on an update on the result of the litigation filed by the Town of Hilton Head Island regarding the County Sheriff User Fee and their recent attempt to negotiate a settlement. **

Status: Informational Purposes Only

Discussion regarding an Agreement with Hilton Head Island for Land Use Planner for US 278 Project

Jared Fralix and Kurt Taylor presented the Agreement with Hilton Head Island for Land for US 278 Project.

Jared Fralix stated this agreement is in regards about a contract for land opportunities that surround the project with an independent study in addition to the land plan techniques that surround the project.

Council Member Rodman has requested that council consider entering into a Memorandum of Agreement with the Town of Hilton Head Island regarding hiring a land use planner to study the impact of the US 278 project on the neighborhoods and lands affected by the project. The Town has proposed to share the \$70,000 cost with the County. It would be an amendment to the contract for the Mitchellville study project.

Kurt Taylor, County Attorney stated if it is a contribution of funds to Hilton Head then we would move to contribute funds and follow their procurement process.

Dave Thomas agreed with Kurt Taylor Hilton Head is moving forward with the land use planner and that the County is a contributor up to and no more than \$35,000.00. The Source of funding is from the US/278 project.

Motion: It was moved by Council Member Hervochon, seconded by Council Member McElynn to authorize Beaufort County to participate in the payment of the land use planner that has been hired by Hilton Head Island in an amount not to exceed \$35,000.00 from the Independent review from Jenkins Island Project. The motion was approved without objection.

Discuss the one time PTO cash out for Beaufort County Employees

Eric Greenway, Interim County Administration stated the PTO cash out for the Beaufort County Employees was not administrated every year it was distributed in 2016, 2017, and 2018, after Hurricanes and is up to the county administration if it is to be used. The source of funds that is used to cover this cost will be from the general funds. If the employees took their leave it would have to be paid technically the employees are just getting paid what they would if they used their time. Since this program only needs administration approval it was not necessary to inform County Council that was confirmed that through previous years' actions. However, this action should have been communicated with council on my decision to do so. Katherine Meade and the Finance Department is assisting in this project. As far as having a new Human Resources Department Director is still an open position within the county.

Council Member Hervochon asked what the estimated cost of the program?

Whitney Richland stated the estimated cost \$1.5-\$1.7million.

Chairman Passiment stated this is a financial matter that is now on our radar going forward with the next fiscal year's budget and policies for the future.

Council Member Hervochon stated this should come up in the next finance committee meeting adding as an item and have legal take a look at this to see if the Interim Administrator has the authority to distribute these funds.

Eric Greenway stated staff has been working on this several weeks however has asked staff to reevaluate what options are available up to even delaying payment if council would like. However, wanted to get payments out to the employees to assist in the up and coming holidays.

Vice Chairman Sommerville stated this program was used in the last 3 of 4 years in which County Council was only just informed of this decision. It was not added as an agenda item in the past. This is a time sensitive item since we do not know how many are counting on this to assist with Christmas. The council needs to look at the as an employee not just as a financial decision.

Whitney Richland stated there are 1006 employees with 300 employee anticipating usage of these funds.

Council Member Rodman stated this is more of a balance sheet issue.

Motion: It was moved by made by Council Member Rodman, seconded by Council Member McElynn to proceed with the PTO cashout as done in the previous years. The vote Yes: Council Member Rodman, Council Member McElynn, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Vice Chairman Sommerville, and Chairman Passiment. The vote No: Council Member Hervochon. The vote 8/1, the motion has passed.

EXECUTIVE SESSION

Pursuant to SC Code Section 30-4-70(a)(2), (2) for the receipt of legal advice where the legal advice relates to a settlement of legal claims in the Whitehall litigation.

Motion: It was moved by Council Member Dawson, seconded by Council Member Rodman to go into executive session at 2:42 pm. The motion was approved without objection.

Matters Arising Out of the Executive Session

No matters arising out of executive session.

CITIZENS COMMENTS

Bill Prokop: City Manger of Beaufort emailed a comment about the city and county working towards short term issues.

ADJOURNMENT

The meeting adjourned at 3:01pm

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



**County Council of
Beaufort County**

County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervocho

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County Council Oath of Office

County Council of Beaufort County

Monday, January 4, 2021 at 10:00 AM

CALLED TO ORDER

Interim County Administrator, Eric Greenway called the meeting to order at 10:00 AM.

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville
- Council Member Logan Cunningham
- Council Member Gerald Dawson
- Council Member Brian Flewelling
- Council Member York Glover
- Council Member Stu Rodman
- Council Member Chris Hervocho
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn

FOIA

Interim County Administrator, Eric Greenway noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE AND INVOCATION

Interim County Administrator, Eric Greenway led the Pledge of Allegiance.

Invocation was given by Reverend Kenneth Hodges, Tabernacle Baptist Church.

OATH OF OFFICE

The Honorable Marvin H. Dukes, III, Master-in-Equity, Beaufort County performed the Oath of Office for the following Council Members:

Logan Cunningham- District 7

Brian Flewelling- District 5

Gerald Dawson- District 1

York Glover- District 3

ELECTION

Election of Chairman

Council Member Howard nominated Joseph Passiment to serve as Chairman.

Council Member McElynn seconded the nomination for Joseph Passiment to serve as Chairman.

With no objections, Joseph Passiment was re-elected to serve as Chairman for the Beaufort County Council.

Election of Vice Chairman

Council Member McElynn nominated Paul Sommerville to serve as Vice Chairman.

With no objections, Paul Sommerville was re-elected to serve as Vice-Chairman for the Beaufort County Council.

ADJOURNMENT

The meeting adjourned at 10:25 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, James Fargher was born and raised in Michigan City, Indiana, and moved to Beaufort County in 2000; and

Whereas, Mr. Fargher graduated with a B.A. in Chemistry and Math from Hope College and went on to receive his Ph.D. in Physical Organic Chemistry from Southern Illinois University; and

Whereas, Mr. Fargher started his career in Corporate Research as an analytical chemist, identifying and determining the trace quantities of chemical elements and organic compounds in plastic, glass, water, and air; and

Whereas, Mr. Fargher then moved on to the Closure Division and was responsible for formulating and evaluating new plastic compounds which were injected or compression molded into bottle caps and liners; and

Whereas, Mr. Fargher later became involved in the Plastic Product Division and was an active participant in the initial development of the plastic beverage container currently used for packaging water, soft drinks, and beer; and

Whereas, Mr. Fargher served as the Director of Quality Assurance for Plastic Products and was promoted to serve as the Director of Research and Development, naming him as the liaison to the FDA, representing Owen-Illinois, regarding plastic safety-related issues; and

Whereas, Mr. Fargher served as an asset in many divisions throughout the company and devoted thirty years before retiring in 2000, as the Director of Research and Development for Owens-Brockway Plastic Products; and

Whereas, Mr. Fargher has several scientific publications and five U.S. Patents; and

Whereas, Mr. Fargher's extensive education, expertise, and passion for water quality led him to serve with the Beaufort County Stormwater and Utility Board for the past twelve years; and

Now, therefore, be it resolved, that Beaufort County Council recognizes Mr. James Fargher's commitment and dedication to Beaufort County by making it a better place to Live, Work, and Play.



Dated this 22th Day of February, 2021

Joseph Passiment

Joseph Passiment, Chairman
Beaufort County Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Second reading of an ordinance to issue a Tax Anticipation Note (TAN) due to a delay of tax collections.</i>
MEETING NAME AND DATE:
County Council 1/11/2021
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer 10 Minutes</i>
ITEM BACKGROUND:
<i>Due to a delay in tax bills being sent out, and thus, the delayed receipt of tax revenue, the County's cash position continues to decrease. A TAN may be needed to maintain cash flows for operations and debt service until the receipt of tax revenues is substantially complete.</i>
PROJECT / ITEM NARRATIVE:
<i>In a typical year, a material amount of tax revenue and cash needed for operations by the County and the other taxing districts located in the County would be being received by the Treasurer during December. Since the tax bills have not yet been mailed, cash flows and operations for all related parties may be significantly affected. Although the County has investments that could be converted to cash in order to meet operational needs, the County stands to forfeit interest earnings on those investments. The County's bond council advised Staff to proceed with the issuance of a TAN at a lower interest rate in order to meet cash flow needs, maintain adequate liquidity and preserve the earnings potential of investments.</i>
FISCAL IMPACT:
<i>Projections by the County Treasurer have the cash being depleted before significant collections are made by the County with a possible liquidation of investments to carry the County and related taxing districts through February of 2021. Staff believes the interest expense incurred on the issuance of a TAN will be less than interest earned on investments.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Allow Staff to continue working with the Treasurer and outside counsel toward the issuance of a TAN.
OPTIONS FOR COUNCIL MOTION:
<i>Proceed with the required readings toward issuance. Discontinue the process of issuing the TAN.</i>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Amendment to Article 7, Section 7.3.30.E (Appeals)</i>
MEETING NAME AND DATE:
County Council, February 8, 2021
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Acting Director, Planning and Zoning</i> <i>5 minutes needed for presentation.</i>
ITEM BACKGROUND:
<i>This is a minor amendment to Article 7, Section 7.3.30.E to make the language in the Community Development Code better match the language in the SC State Planning Enabling Act of 1994 regarding appeals. The current language in the Community Development Code stays all county actions during an appeal, whereas the state enabling legislation stays "all legal proceedings". Staff believes that the existing language in the CDC is too broad and should be revised to match the state legislation. This action is a follow up of an item that the Natural Resources Committee reviewed at its November 2, 2020 meeting where staff proposed to limit appeals of conceptual subdivisions and land developments. The purpose of this limit would be avoid appeals at a stage of a project where it is not fully designed. The Natural Resources Committee did not approve staff's proposal at that time and directed staff to consider a different approach. This revised amendment was presented to the Natural Resources Committee at their February 1 meeting and they voted unanimously to forward the amendment to County Council.</i>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
<i>No Fiscal Impact</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval.
OPTIONS FOR COUNCIL MOTION:
<i>Approve or deny proposed amendment.</i>

7.3.70 - Appeals

- A. **Purpose.** The purpose of this Section is to establish an appeal for an aggrieved party affected by a decision made by an administrative decision-maker to determine if the decision complies with the requirements of this Development Code.
- B. **Types of Appeal.** Appeals may be taken by an aggrieved party from the following decisions, to either the ZBOA, or the Planning Commission, as follows:
1. **ZBOA.** The ZBOA is authorized to serve as the appellate body for decisions on:
 - a. Zoning Permits, see Section 7.2.20 (Zoning Permit);
 - b. Modulation Permits, see Section 7.2.30 (Modulation Permit);
 - c. Sign Permits, see Section 7.2.40 (Sign Permit);
 - d. Tree Removal Permits, see Section 7.2.50 (Tree Removal Permit); and
 - e. Interpretations of all provisions of this Development Code, except for Zone District Map Boundaries, see Section 7.3.60 (Interpretations).
 2. **Planning Commission.** The Planning Commission is authorized to serve as the appellate body for decisions on:
 - a. Minor Land Development Plans, see Section 7.2.60 (Land Development Plan);
 - b. Major Land Development Plans (Concept Plan and Final Land Development Plan), see Section 7.2.60 (Land Development Plan);
 - c. Minor Subdivisions, see Section 7.2.70 (Subdivision Plat);
 - d. Major Subdivisions (Concept Plat and Final Plat), see Section 7.2.70 (Subdivision Plat);
 - e. Traditional Community Plans (TCP), see Section 7.2.90; and
 - f. Interpretations of zoning district boundaries, see Section 7.3.60 (Interpretations).
- C. **Appeal Procedure.**
1. **Pre-Application Conference is Optional.** See Section 7.4.20 (Pre-Application Conference).
 2. **Application Submittal and Acceptance.** See Section 7.4.30 (Application Submittal and Acceptance). An Appeal application shall specify the grounds for the appeal and shall be submitted to the Director within 30 days after receipt of notice of the decision being appealed.
 3. **Staff Review and Action.** See Section 7.4.40 (Staff Review and Action). On accepting an Appeal application, the Director shall transmit the appeal and the record of material considered by the decision-maker in making the decision (including but not limited to, for example, the application and support materials, staff report, other plans, documents, reports and studies considered in making the decision, and any minutes, transcripts, or record of the meetings held to consider and make the decision). These materials, plus the Comprehensive Plan and this Development Code shall constitute the record of the appeal.
 4. **Public Hearing Scheduling and Notice.** See Section 7.4.50 (Public Hearing Scheduling and Notice). The Director shall also provide notice of the public hearing to the applicant for the decision being appealed, if different from the appellant.
 5. **Public Hearing Procedures.** See Section 7.4.70 (Public Hearing Procedures). Appeals from a decision of administrative agents shall be heard by the ZBOA or the Planning Commission as appropriate, based solely on the materials (plans, documents, reports, studies, drawings, and testimony) available to the body or agent rendering the initial decision and advisory bodies prior to the decision. Appeals shall not consider new or altered plans, except that information submitted, but not discussed or considered in rendering a decision, shall be considered part of the original evidence. If hearings were held and testimony given, transcripts and other record

items of those proceedings shall be the exclusive basis of the appeal. The appeal shall also consider this Section's standards and state law.

6. **Decision-Making Body Review and Decision.** Applicable to a decision by the appropriate appellate body following a public hearing. See Section 7.4.90, (Decision-Making Body Review and Decision). The public hearing shall be on the record of the appeal, with presentations limited to arguments on the record of the appeal as it relates to the grounds for appeal specified in the Appeal application.
 - a. The appellate body shall base its decision solely on the record of the appeal, as supplemented by arguments presented at the public hearing, and the standards in Subsection 7.30.70.D. The final decision of the appellate body shall be one of the following:
 - (1) Affirmation of the decision or interpretation (in whole or in part);
 - (2) Modification of the decision or interpretation (in whole or in part); or
 - (3) Reversal of the decision or interpretation (in whole or in part).
 - b. Reserved.
7. **Appeal.** The decision of the appellate body may be appealed to the Circuit Court.

D. Appeal Review Standards.

1. An appellate body is limited to the following determinations in considering the appeal, which shall be based on clear and substantial evidence in the record:
 - a. The decision-maker made an error in determining whether a standard was met. The record must indicate that an error in judgment occurred or facts, plans, or regulations were misread in determining whether the particular standard was or was not met;
 - b. The decision-maker made the decision based on a standard not contained in this Development Code or other appropriate County ordinances, regulations, or state law, or that a standard more strict or broad than the standard established in this Development Code was applied. (This Development Code does not allow administrative decision-makers to consider or create standards not officially adopted); or
 - c. The decision-maker made an error in applying a standard or measuring a standard.
2. Where conflicting evidence exists, the appeal is limited to determining what evidence or testimony bears the greatest credibility in terms of documentation and qualifications of those making the determination.
3. The appellate body shall not hear any evidence or make any decision based on hardships or special conditions.

- E. Effect of Pending Appeal.** A pending appeal stays all County actions in furtherance of the decision being appealed unless the Director certifies to the appellate body reviewing the decision or interpretation (or the appellate body independently determines) that because of facts stated in the certification (or as part of the appellate body's determination), a stay would cause imminent peril to life or land. In that case, proceedings shall not be stayed other than by an order issued by the appellate body for good cause, or by a court of law. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the Director certifies to the appellate body, 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.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An Ordinance authorizing the execution and delivery of Utility Easement #901094 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
County Council Meeting February 8, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Unanimous Approval by Public Facilities Committee on 1-19-21 Beaufort County is in the process of building the new Arthur Horne Building and is trying to maximize space available for future parking. Dominion Energy has recommended placing a transformer east of the new building allowing for the elimination of a junction box and removal of the existing feeder.
PROJECT / ITEM NARRATIVE:
Dominion energy has agreed to waive the estimated \$50,000 (Transformer and primary feed) cost in exchange for Utility Easement # 901093 to place an additional underground primary service feeder from Prince Street to Boundary Street.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easement #901094.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve</i> granting Utility Easement #901094. <i>Motion to deny</i> granting Utility Easement #901094.
(Next Step) County Council 3 readings 2/8/21, 2/22/21 & Final reading/hearing 3/8/21

Ordinance No. 2021/____

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY
EASEMENT # 901094 ENCUMBERING PROPERTY OWNED BY BEAUFORT
COUNTY**

WHEREAS, Beaufort County owns real property (“County Parcel”) located south of Boundary Street (US 21), west of Ribaut Road (SC 281S), north of Duke Street (S-54), and east of marshland containing 4.45 acres more or less and being the same lands conveyed to the County by deed of Beaufort County School District #1 recorded 4/11/1985, and filed in the Register of Deeds office for Beaufort County in Deed Book 417 at page 361 being a portion of TMS No. **R120 003 000 0097 0000**; and

WHEREAS, Dominion Energy South Carolina, INC (Dominion) is requesting an easement on aforementioned property to facilitate primary electric service for the new Arthur Horne Building; and

WHEREAS, Beaufort County would like to maximize the space available for the future parking and eliminate any future restrictions to placing permanent structures in the parking lot; and

WHEREAS, the preferred design places the transformer east of the new building allowing for the elimination of a junction box and removal of the existing feeder, thus maximizing parking space and removing restrictions to future permanent structures; and

WHEREAS, the preferred design estimated cost to Beaufort County for Dominion upgrade would be \$50,000 for new electric service; and

WHEREAS, Dominion Energy will waive the cost of \$50,000 (transformer and primary feed) in exchange for the easement to place an additional underground primary service feeder from Prince Street to Boundary Street; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 901094”; and

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

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 901094”; and

(2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the infrastructure construction and installation occur as agreed upon by the County and Dominion.

DONE this ____ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

Easement # 901094

INDENTURE, made this _____ day of _____, 2021 by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **4.45 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Beaufort County School District #1**, dated or recorded **4/11/1985**, and filed in the Register of Deeds office for **Beaufort County** in **Deed Book 417 at Page 361**.

This property is situated at the intersection of Boundary St. and Ribaut Road, being bounded on the north by Boundary St.; on the east by Ribaut Road; on the south by Duke Street and on the west by Marshland. The easement will be as the Grantee's facilities are actually installed, being more fully shown on Dominion Energy South Carolina Drawing #83944, sheet 1 of 1 and is made a part hereof by reference only.

TMS: R120 003 000 0097 0000

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

2nd Witness

Title: _____

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF **Beaufort**)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named _____, as _____ of **Beaufort County**, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of _____, 2021

Signature of Notary Public State of SC

My commission expires: _____

Print Name of Notary Public

**RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC**

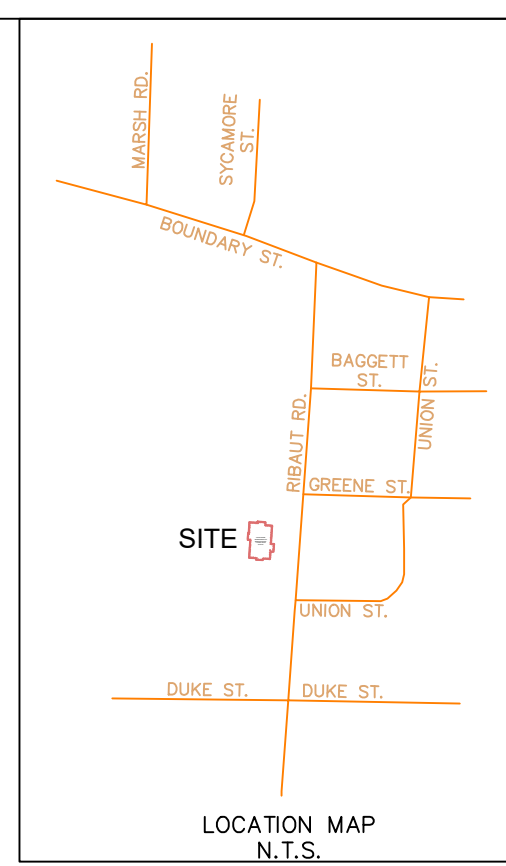
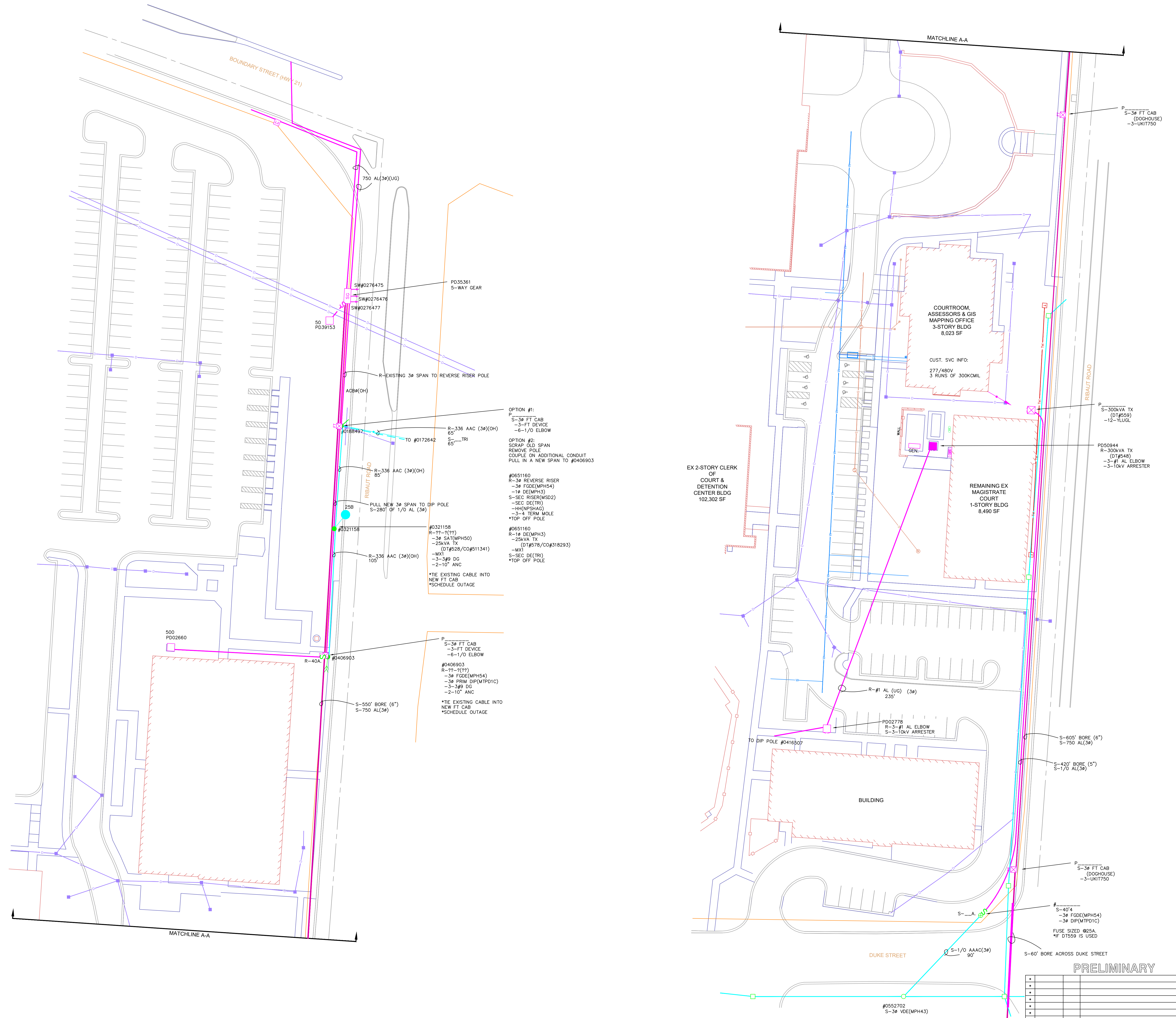
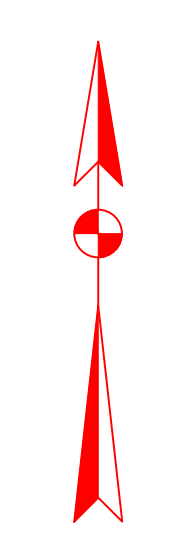
Line: **Beaufort County Government Complex New Bldng.**

County: **Beaufort**

R/W File Number: **24358**

Grantor(s): **Beaufort County**

Return to: DESC, C/O Right of Way Dept., 81 May River Road, Bluffton, SC 29910



DOMINION ENERGY SOUTH CAROLINA, INC. ELECTRIC DISTRIBUTION SYMBOLS	
POLES	
○	DISTRIBUTION POLE
□	TRANSMISSION POLE
△	FOREIGN UTILITY POLE
▲	ANCHOR & DOWN SPIT
PRIMARY CONDUCTOR	
—	SINGLE PHASE
—	TWO PHASE
—	THREE PHASE
—	CONDUIT
SECONDARY CONDUCTOR	
—	SINGLE PHASE
—	TWO PHASE
—	THREE PHASE
UNDERGROUND SYMBOLS	
—	UNDERGROUND
—	UNDERGROUND
—	UNDERGROUND
—	UNDERGROUND
SECTIONALIZING FUSES & SWITCHES	
○	OUTLET
○	OR ORIENT RELEASER
○	BLADE SWITCH
○	GAZE SWITCH
○	SCADA SWITCH
LIGHTING	
○	STREET LIGHT
○	FLOOR LIGHT
○	WAT BOB LIGHT
○	SHED BOB LIGHT
○	ORNAMENTAL LIGHT

W.O.# _____	W.R.# _____
STARTED BY: _____	BY: _____
COMPLETED BY: _____	BY: _____
CLOSED OUT BY: _____	BY: _____
COORDINATOR _____	
ELECTRIC ENG.-TECH. TERRANCE HARRIS	
GAS ENG.-TECH. _____	

RIGHT OF WAY INFORMATION	
R/W AGENT _____	
FILE NUMBER _____	
EASEMENT NO. _____	
STANDARD DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION RIGHT OF WAY: OVERHEAD ELECTRIC IS 15' EACH SIDE OF THE POLE. UNDERGROUND ELECTRIC IS 5' EACH SIDE OF THE CABLE. PAD MOUNTED EQUIPMENT IS 12' AROUND THE PERIMETER OF THE EQUIPMENT.	

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA

CALL 811

IT'S THE LAW

PALMETTO UTILITY PROTECTION SERVICE

ALL DOMINION ENERGY SOUTH CAROLINA, INC. FACILITY LOCATIONS ARE DEPICTED AT THE TIME OF INSTALLATION BY A DOMINION ENERGY SOUTH CAROLINA, INC. REPRESENTATIVE.

DEVELOPER'S SIGNATURE BLOCK

DEVELOPER HEREBY APPROVES THIS LAYOUT FOR CONSTRUCTION AND CERTIFIES THAT HE/SHE HAS THE AUTHORITY TO DO SO. ANY CHANGE AFFECTING THIS LAYOUT MUST BE REPORTED IMMEDIATELY TO DOMINION ENERGY SOUTH CAROLINA, INC. ALL COSTS ASSOCIATED WITH ANY REQUESTED CHANGE OR MODIFICATION TO THIS LAYOUT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. DOMINION ENERGY SOUTH CAROLINA, INC. POLICY, STATE AND LOCAL LAWS AS WELL AS REGULATORY RESTRICTIONS AT THE TIME OF CONSTRUCTION WILL PREVAIL. DEVELOPER CERTIFIES THAT HE/SHE HAS REVIEWED THE DOMINION ENERGY SOUTH CAROLINA, INC. DEVELOPER'S HANDBOOK AND ALL REQUIREMENTS LISTED IN THE HANDBOOK UNDER DEVELOPER RESPONSIBILITY MUST BE MET BEFORE CONSTRUCTION CAN BE SCHEDULED.

APPROVED BY: _____ (SIGNATURE)
 _____ (PRINT NAME)
 TITLE: _____
 COMPANY: _____ DATE: _____

DOMINION ENERGY SOUTH CAROLINA, INC.	
TITLE: BEAUFORT COUNTY GOVERNMENT BUILDING (NEW BUILDING) - BEAUFORT, SC	
DETAIL: NEW SERVICE	OKTR 60322
SUB: BEAUFORT CENTRAL SUB. (14)	DIST# 60
DRN: 0802-01-000	SCALE: 1" = 30'
APP: 08020000	DATE: 10/08/20
FOR: 083944-01.DWG	SHEET 1 OF 1 SHEETS

I:\Users\james.vogel\gna\SCAN\CD\Utility\Electric\Construction\083944-01.dwg, Scale=30, Plotted By: TH45629, Plotted On: 08/10/2020 7:10am

PLAN "SAFETY" INTO EVERY JOB

ELECTRONIC DRAWING-DO NOT REVISE MANUALLY



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An ordinance authorizing the execution and delivery of Utility Easement #901093 encumbering property owned by Beaufort County.
MEETING NAME AND DATE:
County Council Meeting February 8, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Engineering (5 Minutes)
ITEM BACKGROUND:
Unanimous Approval by Public Facilities Committee on 1-19-21 Dominion Energy is adding a primary service feeder from Prince Street to Boundary Street and is requesting an easement from the County to move forward with the project.
PROJECT / ITEM NARRATIVE:
Beaufort County has been constructing the new Arthur Horne building and requires electric service upgrades from Dominion Energy. Dominion energy has agreed to waive the estimated \$50,000 (Transformer and primary feed) cost in exchange for Utility Easement # 901093 to place an additional underground primary service feeder from Prince Street to Boundary Street.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting Utility Easement #901093.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny granting Utility Easement #901093.</i>
<i>(Next Step- County Council 2nd Reading at 2/22/21 & Final reading/hearing 3/8/21)</i>

Ordinance No. 2021/_____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF UTILITY EASEMENT # 901093 ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY

WHEREAS, Beaufort County owns real property (“County Parcels”) located south of Boundary Street (US 21), west of Ribaut Road (SC 281S), and north of Prince Street designated as TMS No. R120 003 000 193A 0000 recorded in Deed Book 528 at Page 2054 on 5/12/1989, TMS No. R120 003 000 0195 0000 recorded in Deed Book 538 at Page 1212, on 10/11/1989, TMS No. R120 003 000 0197 0000 recorded in Deed Book 534 at Page 2028, on 8/10/1989, TMS No. R120 003 000 198A 0000 recorded in Deed Book 536 at Page 1315 on 9/8/1989, and TMS No. R120 003 000 0202 0000 recorded in Deed Book 533 at Page 2738 on 8/2/1989; and

WHEREAS, Dominion Energy South Carolina, INC (Dominion) is requesting an easement across the aforementioned County Parcels to strengthen the reliability in the surrounding area by providing an additional primary service feeder from Prince Street to Boundary Street; and

WHEREAS, this service would be underground by way of directional bore (or open trench or hand digging where applicable) and would allow one source per transformer in lieu of multiple transformers per source on a radial feed with no additional poles needed; and

WHEREAS, Dominion will be able to remove existing distribution poles located on County property from the intersection of Boundary Street and Ribaut Road and carry on southward for three spans; and

WHEREAS, in exchange for Utility Easement # 901093, Dominion is willing to waive the estimated \$50,000 cost associated with primary electric service necessary for the construction of the New Arthur Horne Building located on County parcel R120 003 000 0097 0000; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached document entitled “Easement # 901093”; and

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

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on the attached document entitled “Easement # 901093”; and

(2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the infrastructure construction and installation occur as agreed upon by the County and Dominion.

DONE this ____ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

Easement # 901093

INDENTURE, made this _____ day of _____, 2021 by and between **Beaufort County** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **DOMINION ENERGY SOUTH CAROLINA, INC.**, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Beaufort**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: **5 lots** being the same lands conveyed to Grantor by deed of **James W. Pruitt, et al**, dated or recorded **5/12/1989**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 528 at Page 2054**, dated or recorded **10/11/1989**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 538 at Page 1212**, dated or recorded **8/10/1989**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 534 at Page 2028**, dated or recorded **9/8/1989**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 536 at Page 1315** and dated or recorded **8/2/1989**, and filed in the Register of Deeds office for **Beaufort** County in **Deed Book 533 at Page 2738**.

These lots are located north of Prince Street and west of Ribaut Road. The easement will be as the Grantee's facilities are actually installed, being more fully shown on Dominion Energy South Carolina Drawing #83547, sheet 1 of 3 and is made a part hereof by reference only.

TMS: R120 003 000 193A 0000, R120 003 000 0195 0000, R120 003 000 0197 0000, R120 003 000 198A 0000 and R120 003 000 0202 0000.

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

For: Beaufort County

By: _____ (SEAL)

1st Witness

Print Name: _____

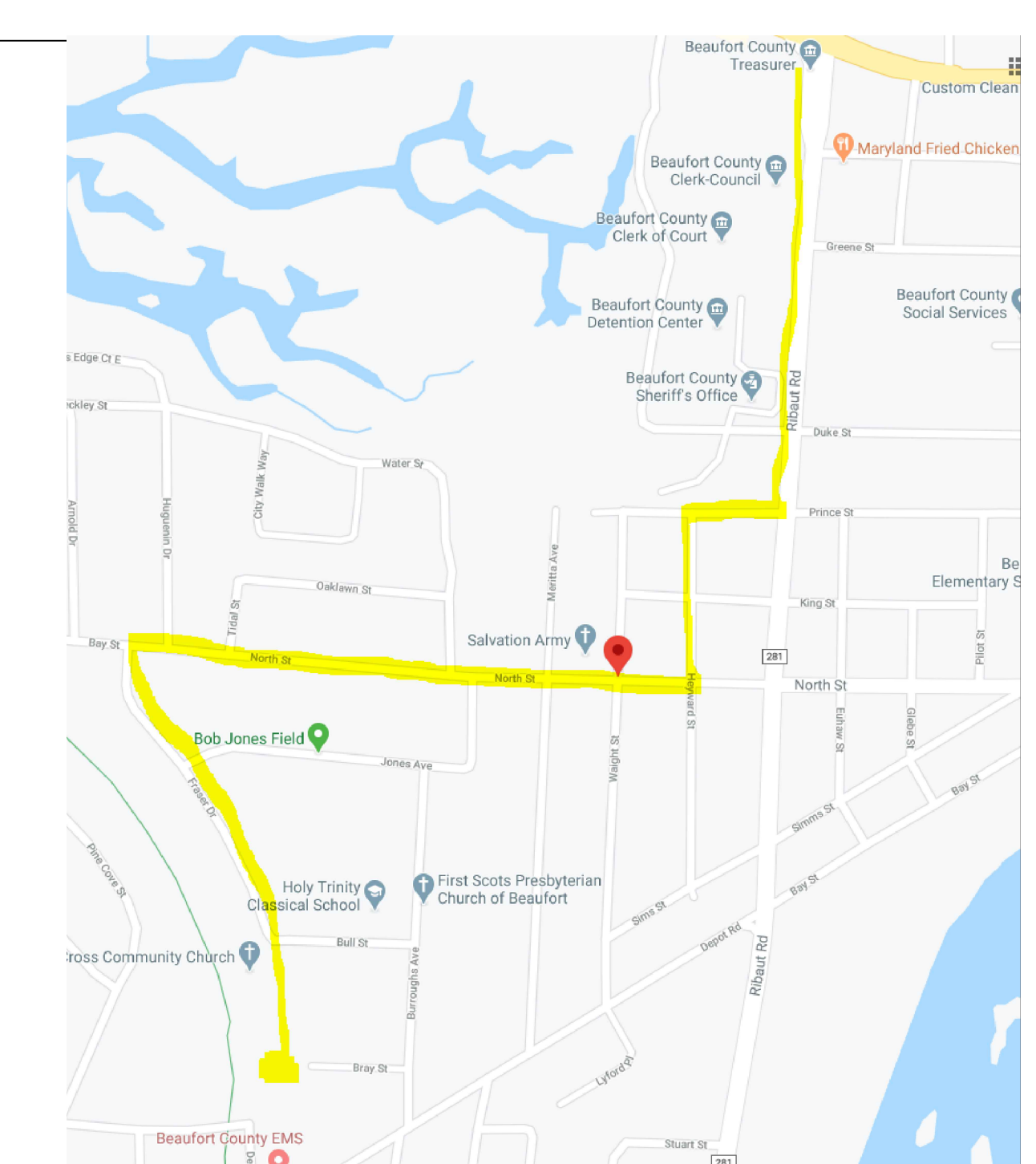
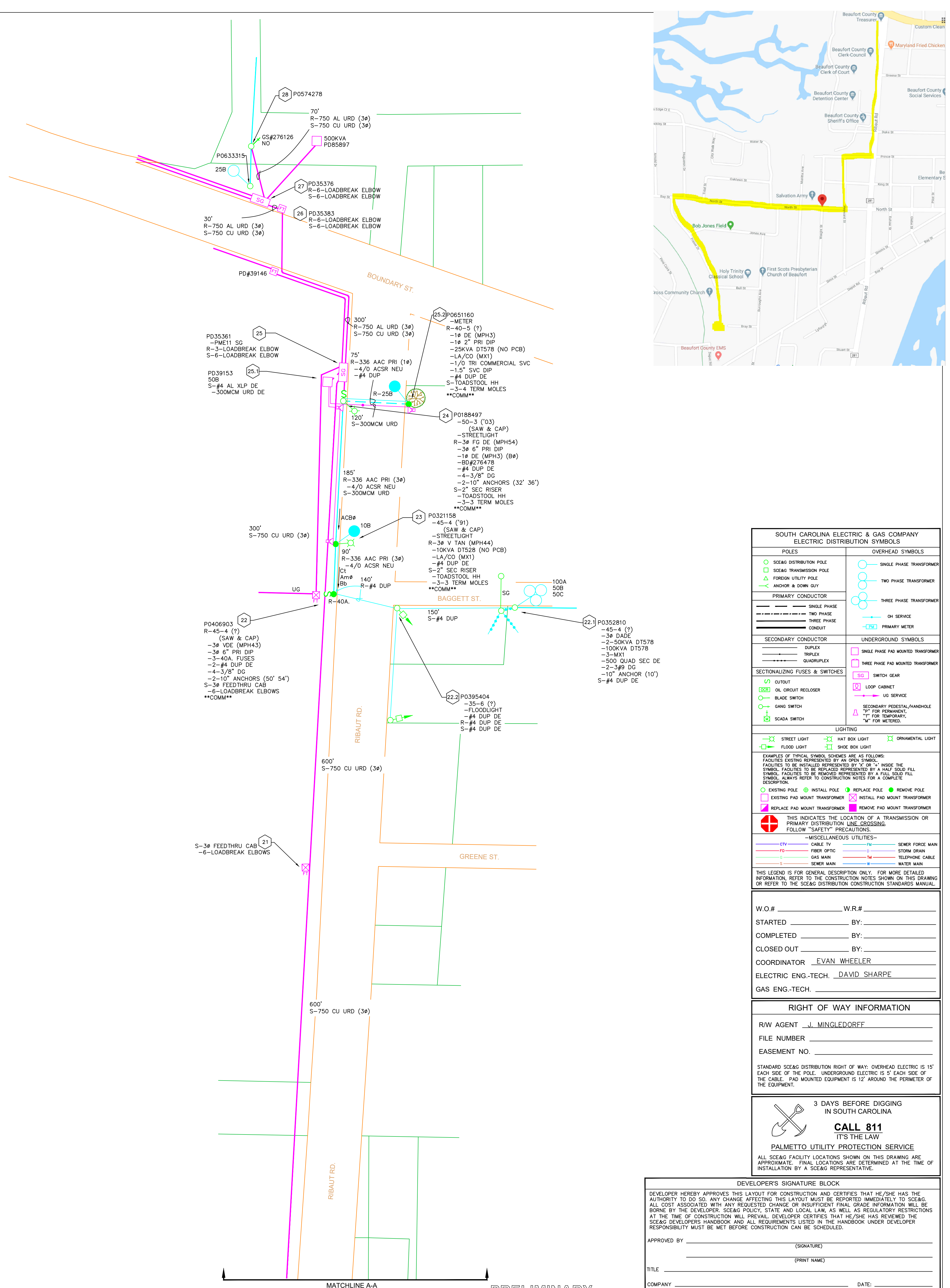
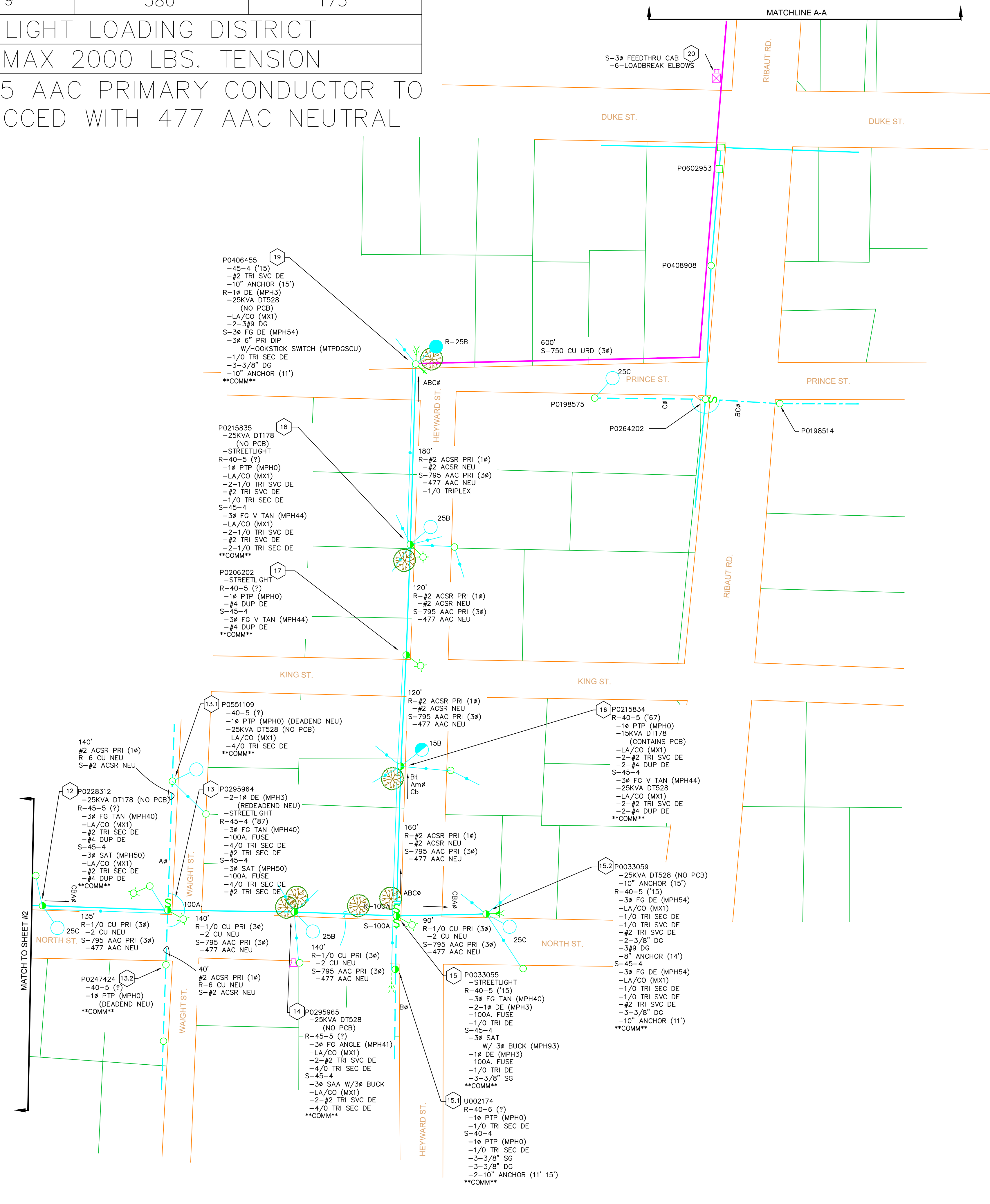
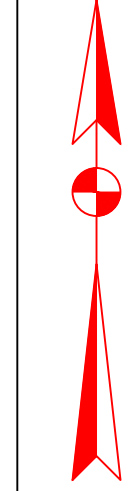
2nd Witness

Title: _____

RULING SPAN		
POINTS	SPAN LENGTH	RULING SPAN
3-8	1020'	225'
8-9	110'	110'
10-15.2	640'	125'
15-19	580'	175'

LIGHT LOADING DISTRICT
MAX 2000 LBS. TENSION

ALL 795 AAC PRIMARY CONDUCTOR TO BE SPECCED WITH 477 AAC NEUTRAL



SOUTH CAROLINA ELECTRIC & GAS COMPANY
ELECTRIC DISTRIBUTION SYMBOLS

POLES	OVERHEAD SYMBOLS
SCSAS DISTRIBUTION POLE	SINGLE PHASE TRANSFORMER
SCSAS TRANSPOSITION POLE	THREE PHASE TRANSFORMER
PRIMARY UTILITY POLE	ON SERVICE
ANCHOR & DOWN UTILITY	PRIMARY METER
SECONDARY CONDUCTOR	UNDERGROUND SYMBOLS
TRIPLEX	SINGLE PHASE PAD MOUNTED TRANSFORMER
QUADRIPLEX	THREE PHASE PAD MOUNTED TRANSFORMER
SECTIONALIZING FUSES & SWITCHES	SWITCH GEAR
OL OIL CIRCUIT BREAKER	LOOP CABLE
BLDG SWITCH	LOOSE WIRE
GEN SWITCH	SECONDARY FEEDER/HANDHOLE
SCSAS SWITCH	"P" FOR PERMANENT
	"T" FOR TEMPORARY
	"W" FOR WEATHER

LIGHTING

STREET LIGHT	HAT BOX LIGHT	ORNAMENTAL LIGHT
FLOOR LIGHT	SHED BOX LIGHT	

EXAMPLES OF SYMBOL SCHEMES ARE AS FOLLOWS:
 POLES: SCASAS DISTRIBUTION POLE, SCASAS TRANSPOSITION POLE, PRIMARY UTILITY POLE, ANCHOR & DOWN UTILITY.
 CONDUCTORS: TRIPLEX, QUADRIPLEX.
 TRANSFORMERS: SINGLE PHASE PAD MOUNTED TRANSFORMER, THREE PHASE PAD MOUNTED TRANSFORMER.
 SWITCHES: OL OIL CIRCUIT BREAKER, BLDG SWITCH, GEN SWITCH, SCASAS SWITCH.
 LIGHTING: STREET LIGHT, HAT BOX LIGHT, ORNAMENTAL LIGHT, FLOOR LIGHT, SHED BOX LIGHT.
 THIS INDICATES THE LOCATION OF A TRANSMISSION OR PRIMARY DISTRIBUTION LINE CROSSING FOLLOW "SAFETY" PRECAUTIONS.
 MISCELLANEOUS UTILITIES: CABLE TV, SEWER FORCE MAIN, FIBER OPTIC, GAS MAIN, TELEPHONE CABLE, SEWER MAIN, WATER MAIN.
 THIS LEGEND IS FOR GENERAL REFERENCE ONLY. FOR MORE DETAILED INFORMATION, REFER TO THE CONSTRUCTION NOTES SHOWN ON THIS DRAWING OR REFER TO THE SCASAS DISTRIBUTION CONSTRUCTION STANDARDS MANUAL.

\\nas01\shares\apps\gls\SCASAS\Drawings\Electrical\Construction\083547-01.dwg, Scale=400, Plotted By: d444320, Plotted: Mar 25, 2020 - 11:55am

W/O # _____ W/R # _____
 STARTED _____ BY: _____
 COMPLETED _____ BY: _____
 CLOSED OUT _____ BY: _____
 COORDINATOR: EVAN WHEELER
 ELECTRIC ENG.-TECH: DAVID SHARPE
 GAS ENG.-TECH: _____

RIGHT OF WAY INFORMATION

R/W AGENT: MINGLEDORFF
 FILE NUMBER: _____
 EASEMENT NO.: _____

STANDARD SCASAS DISTRIBUTION RIGHT OF WAY: OVERHEAD ELECTRIC IS 15' EACH SIDE OF THE POLE. UNDERGROUND ELECTRIC IS 5' EACH SIDE OF THE CABLE. PAD MOUNTED EQUIPMENT IS 12' AROUND THE PERIMETER OF THE EQUIPMENT.

3 DAYS BEFORE DIGGING
 IN SOUTH CAROLINA
CALL 811
 IT'S THE LAW
PALMETTO UTILITY PROTECTION SERVICE
 ALL SCASAS FACILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. FINAL LOCATIONS ARE DETERMINED AT THE TIME OF INSTALLATION BY A SCASAS REPRESENTATIVE.

DEVELOPER'S SIGNATURE BLOCK
 DEVELOPER HEREBY APPROVES THIS LAYOUT FOR CONSTRUCTION AND CERTIFIES THAT HE/SHE HAS THE AUTHORITY TO DO SO. ANY CHANGE APPLICABLE TO THIS LAYOUT MUST BE REPORTED IMMEDIATELY TO SCASAS. ALL COSTS ASSOCIATED WITH ANY REQUESTED CHANGE OR INSUFFICIENT FINAL GRADE INFORMATION WILL BE BORNE BY THE DEVELOPER. SCASAS POLICY, STATE AND LOCAL LAW, AS WELL AS REGULATORY RESTRICTIONS AT THE TIME OF CONSTRUCTION WILL PREVAIL. DEVELOPER CERTIFIES THAT HE/SHE HAS REVIEWED THE SCASAS DEVELOPING HANDBOOK AND ALL REQUIREMENTS LISTED IN THE HANDBOOK UNDER DEVELOPER RESPONSIBILITY MUST BE MET BEFORE CONSTRUCTION CAN BE SCHEDULED.

APPROVED BY: _____ (SIGNATURE)
 TITLE: _____ (PRINT NAME)
 COMPANY: _____ DATE: _____

SOUTH CAROLINA ELECTRIC & GAS CO.

TITLE	BEAUFORT CENTRAL - 4TH FEEDER	DATE	03/25/20
DETAIL	OVERHEAD AND UNDERGROUND DISTRIBUTION	SCALE	1"= 60'
SUB.	BEAUFORT CENTRAL SUB. (14)	PROJECT NO.	083547-01.DWG
DRW. NO.	083547-01.DWG	SHEET	1 OF 3 SHEETS
DATE	03/25/20	PLOTTED	03/25/20

PLAN "SAFETY" INTO EVERY JOB

SCANACAD DRAWING-DO NOT REVISE MANUALLY



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22,2021
PRESENTER INFORMATION:
CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR JAMES BACKER 2nd TERM - DISTRICT 1st TERM- 2019 PARTICAL TERM APPROVED ON 02.16.21 VIA PUBLIC FACILITES MEMBERS SERVE THE SAME AS THE APPOINTED COUNCIL MEMBER (DISTRICT 5 B.FLEWELLING) EXPIRES 2024 8/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR JAMES BACKER BEAUFORT COUNTY TRANSPORTATION COMMITTEE
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR JAMES BACKER BEAUFORT COUNTY TRANSPORTATION COMMITTEE .

James G Backer



23 January 2021

Joseph Passiment, Chairman
Beaufort County Council
PO Drawer 1228
Beaufort, SC 29901-1228

Chairman Passiment:

This is a statement to verify the intention that I, James G Backer, am seeking **REAPPOINTMENT**, to the Beaufort County Transportation Committee. This will go into effect on 25 January 2021.

Sincerely,

A handwritten signature in cursive script that reads "James G Backer".

James G Backer

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

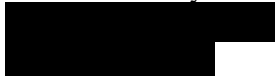
MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELVYN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
INTERIM CLERK TO COUNCIL

May 1, 2019

Mr. Jim Backer
Beaufort County Transportation Committee



Re: Appointment to the Beaufort County Transportation Committee

Dear Mr. Backer:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Beaufort County Transportation Committee.

This will be a partial-term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Beaufort County Transportation Committee. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Beaufort County Transportation Committee and, I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this appointment.

Sincerely,

Stewart H. Rodman, Chairman

Attachments: Board Membership, Boards/Commissions Ordinance, Enabling Legislation

cc: Kraig Gordon, Chairman

Robert McFee, Division-Director, Facilities and Construction Engineering

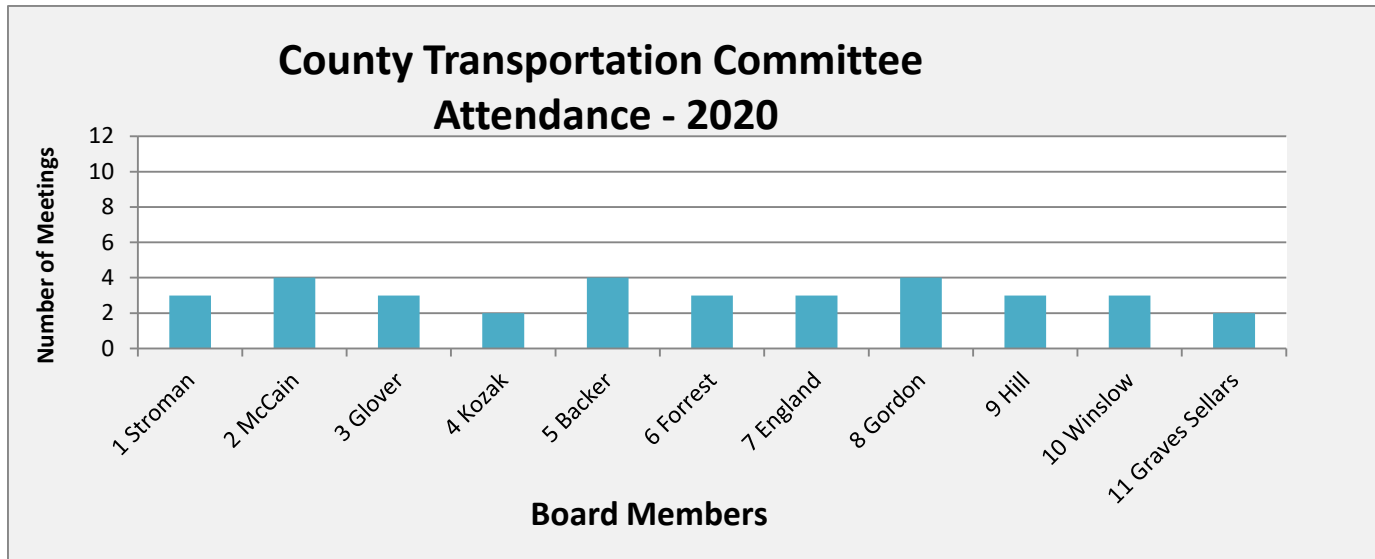
Diane Telford, Board Liaison

Victoria Moyer, Board Liaison

**County Transportation Committee
Attendance 2020
REPORT TO BOARDS AND COMMISSIONS BY NOVEMBER 30TH**

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	1/15/2020		3/18/2020		5/20/2020		7/15/2020		9/16/2020		11/18/2020			
Members														
1 Stroman	0	*	*	*	*	*	1	*	1	*	1	*	3	75%
2 McCain	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
3 Glover	0	*	*	*	*	*	1	*	1	*	1	*	3	75%
4 Kozak	1	*	*	*	*	*	*	*	0	*	1	*	2	67%
5 Backer	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
6 Forrest	1	*	*	*	*	*	0	*	1	*	1	*	3	75%
7 England	1	*	*	*	*	*	1	*	1	*	0	*	3	75%
8 Gordon	1	*	*	*	*	*	1	*	1	*	1	*	4	100%
9 Hill	1	*	*	*	*	*	0	*	1	*	1	*	3	75%
10 Winslow	1	*	*	*	*	*	1	*	1	*	0	*	3	75%
11 Graves Sellars	1	*	*	*	*	*	0	*	1	*	0	*	2	50%

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
KEEP BEAUFORT COUNTY BEAUTIFUL BOARD 1st TERM FOR DISTRICT 4 1st TERM OF SERVICE WILL BE 2 YEARS - SECOND TERM OF SERVICE 4 YEARS APPROVED ON 02.16.21 VIA PUBLIC FACILITES 6/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPROVAL FOR JEFF ALTHOFF TO KEEP BEAUFORT COUNTY BEAUTIFUL BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPROVAL FOR JEFF ALTHOFF TO KEEP BEAUFORT COUNTY BEAUTIFUL BOARD .



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- Accommodations Tax (2% State)
- Airports
- Alcohol and Drug Abuse
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- 1 Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE: 2/11/2021 NAME: Jeff Althoff

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Insurance Agent, President, Lowcountry Insurance

TELEPHONE: (Home) [REDACTED] (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS [REDACTED] STATE: SC ZIP CODE [REDACTED]

MAILING ADDRESS: Same STATE: SC ZIP CODE: [REDACTED]

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: 



CAREER SUMMARY

An enthusiastic team player and leader with nearly 30 years of successful insurance sales and sales management experience. Driven by a positive attitude and fostering excellent relationships with a proven track record of delivering financial performance and gaining market share. Demonstrated strengths include:

- Relational selling at all levels
- Developing unique opportunities
- Creative marketing and presentations
- Client relationship management
- Territory development and management
- Team building and planning
- Complex contract negotiations
- Excellent communication and interpersonal skills
- Highly effective problem solving Abilities

PROFESSIONAL EXPERIENCE

Lowcountry Insurance Services, LLC
President

2011- Present

Responsible for all aspects of Sales and Agency Management under the direction of the Spartanburg Home Office CEO, Jon Jensen. Manage a team of 15 people. The employment arrangement is a minority member share with salary and producer commission.

South Carolina Farm Bureau Insurance Co.
Agent

2009- 2011

Responsible for producing Property and Casualty as well as Life and Health insurance business within Beaufort County, South Carolina. Farm Bureau is the largest domestic insurance carrier in the state and offers a full line of insurance products mostly geared toward families. The employment contract was that of an independent contractor direct agent.

Zurich Insurance Co. - Direct Markets
Account Executive

2007- 2009

A direct agent and producer responsible for territory sales and relationship management in the central VA region with focus on Franchise Auto, Motorcycle and RV Dealerships. Zurich provides a complete array of Property & Casualty, as well as F&I products. Charged to drive growth and profitability in the territory while managing planning, marketing, and account development.

Virginia Automobile Dealers Association**1996-2007**

With its expanded services and continued significant legislative activity and representation on behalf of 585 Virginia franchised auto and truck dealerships, the VADA distinguishes itself as one of the strongest and most influential trade associations in the State.

Director of Insurance Agency Operations

Directly accountable for revenue and sales management for the Association. Managed a staff of 7 producers and 3 administrative employees.

Insurance Agency Operations

- Grew agency revenues from \$500K commission to over \$2M with sales of \$40M total insurance premiums.
- Recruited, trained and managed a staff that grew to seven producers.
- Negotiated product contracts and developed marketing strategies to meet sales objectives.
- Ensured regulatory compliance for all areas of responsibility.

Self Insured Group Administration

- Oversaw and managed the VADA Group Self-Insurance Association for Workers Compensation Insurance.
- Grew program by 250% to over 10M sales with 350 franchised dealers insured throughout VA.
- Managed regulatory compliance, TPA performance, actuarial studies and accounting statements; producing results consistently exceeding those of the benchmark peer group.
- Negotiated and purchased reinsurance within budget guidelines.
- Successfully managed billing, collection and auditing of premiums.

Lincoln National Corporation.**1986-1996*****American States Insurance Co.*****State Sales Manager, Richmond, Virginia****1992-1996**

Directed sales, marketing and account development for 60 insurance agencies located throughout the State of Virginia. Consistently exceeded expectations and goals.

Field Sales Manager, Casper, Wyoming**1988-1992**

Directed sales responsibility for new and existing accounts. Exceeded sales quota each year in territory. Twice received the President's sales award for 125% of annual goal production.

Commercial Underwriting Trainee, Denver, Colorado**1986-1988**

Commercial multi line insurance underwriting training program.

EDUCATION AND PROFESSIONAL DEVELOPMENT

Bachelor of Science in Business Administration, Oklahoma State University
Chartered Property and Casualty Underwriter Designation (CPCU)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
PUBLIC FACILITIES COMMITTEE MEETING <ul style="list-style-type: none">FEBRUARY 16, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN RODMAN
ITEM BACKGROUND:
STORMWATER MANAGEMENT UTILITY BOARD FOR REAPPOINTMENT OF MARC FEINBERG, CHAIRMAN <ul style="list-style-type: none">3rd TERM - STORMWATER DISTRICT #9- UNINCORPORATED BLUFFTON TOWNSHIP AND DAUFUSKIE ISLAND<ul style="list-style-type: none">1st YEAR - 20142nd YEAR - 20174-YEAR TERM FOR VOLUNTEER MEMBERS
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR MARCH FEINBERG FOR THE STORMWATER MANAGEMENT UTILITY BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR MARC FEINBERG TO STORMWATER MANAGEMENT UTILITY BOARD TO MOVE FORWARD TO COUNTY COUCIL FOR FINAL APPROVAL.

Vaughn, Tithanie

From: Marc Feinberg [REDACTED]
Sent: Wednesday, February 10, 2021 3:11 PM
To: Vaughn, Tithanie
Cc: Howard, Alice G.
Subject: Storm Water Utility Board

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Dear Ms. Vaughn:

I would very much like to continue serving on The Beaufort County Storm Water Utility Board for another term.

I am currently serving as the Board's Chairman.

Please let me know if there is anything more formal that I need to complete.

Again, thank you in advance for your assistance.

Very truly yours,

Marc M. Feinberg

[REDACTED]

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR.
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

December 9, 2014

Mr. Marc Feinberg



Re: Stormwater Management Utility Board

Dear Mr. Feinberg:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Stormwater Management Utility Board.

This will be a partial term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Stormwater Management Utility Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Stormwater Management Utility Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Donald Smith, Chairman
Eric Larson, Division-Director Environmental Engineering

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Mr. Marc Feinberg

Re: Reappointment to Stormwater Management Utility Board

Dear Mr. Feinberg:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Stormwater Management Utility Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Stormwater Management Utility Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Donald Smith, Chairman
Eric Larson, Division-Director, Environmental Engineering and Land Management



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a “1”, “2”, or “3” alongside your choices.

BOARDS AND COMMISSIONS

- Accommodations Tax (2% State)
- 1 Airports
- Alcohol and Drug Abuse
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE: 2/10/2021 NAME: Nicholas A Mesenburg

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: _____

OCCUPATION: Senior Manager

TELEPHONE: (Home) _____ (Office) _____ EMAIL: _____

HOME ADDRESS: _____ STATE: SC ZIP CODE: _____

MAILING ADDRESS: _____ STATE: SC ZIP CODE: _____

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If “yes”, what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature:

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
AIRPORTS BBOARD NICHOLAS MESENBURG (3-MILE RADIUS TO LI Airport) WILL BE REPLACING DAN AHERN 1st TERM 2- YEAR TERMS FOR BOARD VOLUNTEERS APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING 6/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPOINTMENT FOR NICHOLAS MESENBURG TO AIRPORTS BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR NICHOLAS MESENBURG TO AIRPORTS BOARD.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

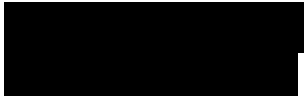
ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR REAPPOINTMENT OF STEPHEN HILL. 2nd TERM - DISTRICT 9 1st TERM - 2018 APPROVED ON 02.16.21 VIA PUBLIC FACILITIES COMMITTEE MEMBERS SHALL SERVE THE SAME TERM AS THE APPOINTED COUNCILMEMBER (DISTRICT 9 M.LAWSON) EXPIRES 2022 8/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR STEPHEN HILL FOR THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR STEPHEN HILL TO BEAUFORT COUNTY TRANSPORTATION COMMITTEE.

STEPHEN A. HILL
DAUFUSKIE ISLAND

October 25, 2020

To: Brittane Fields
Sr. Administrative Specialist
Beaufort County Engineering
2266 Boundary Street
Beaufort, SC 29901

Via: Mark Lawson
Beaufort County Council
District 9



Ms. Fields:

This is a statement to verify my intention to seek reappointment to the Beaufort County Transportation Committee (CTC) as District 9 representative. My current term expires in February 2021. All the information contained in my January 21, 2018 application remains current.

Please let me know if you have any questions.

Stephen Hill

S. A. Hill



COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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100 RIBAUT ROAD
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BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

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CHAIRMAN

GERALD W. STEWART
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STEVEN G. FOBES
YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

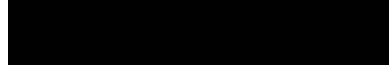
JOSHUA A. GRUBER
INTERIM COUNTY ADMINISTRATOR

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 14, 2018

Mr. Stephen Hill
County Transportation Committee



Re: Appointment to County Transportation Committee

Dear Mr. Hill:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the County Transportation Committee.

This will be a partial-term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the County Transportation Committee. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the County Transportation Committee and, I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Kraig Gordon, Chairman
Robert McFee, Division Director-Facilities and Construction Engineering



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BEAUFORT COUNTY TRANSPORTATION COMMITTEE FOR REAPPOINTMENT OF JOSEPH STROMAN, JR. 3rd TERM - DISTRICT 1 1st YEAR - 2015 2nd YEAR - 2017 APPROVED ON 02.16.21 VIA PUBLIC FACILITIES COMMITTEE MEMBERS SERVE THE SAME TERM AS THE APPOINTED COUNCIL MEMBER - DISTRICT 1 G. DAWSON EXPIRES ON 2024 10/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR JOSEPH STROMAN, JR. FOR THE BEAUFORT COUNTY TRANSPORTATION COMMITTEE
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR JOSEPH STROMAN, JR. TO BEAUFORT COUNTY TRANSPORTATION COMMITTEE.

Joseph Stroman

[REDACTED]
[REDACTED]

October 26, 2020

Joseph Passiment, Chairman
Beaufort County Council
P.O. Drawer 1228
Beaufort, SC 29901-1228

Chairman Passiment:

This is a statement to verify the intention that I, Joseph Stroman, am seeking *reappointment*, from the County Transportation Committee. This will go into effect on February 2021.

Sincerely,

Joseph Stroman

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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100 RIBAUT ROAD
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BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2000
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

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STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

December 15, 2015

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

Mr. Joseph Stroman, Jr.

Re: County Transportation Committee

Dear Mr. Stroman:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the County Transportation Committee.

This term will expire February 2017, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the County Transportation Committee. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the County Transportation Committee, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Maggie Hickman, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
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CHAIRMAN

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VICE CHAIRMAN

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YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 29, 2017

Mr. Joseph Stroman, Jr.

Re: Reappointment to County Transportation Committee

Dear Mr. Stroman:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the County Transportation Committee.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the County Transportation Committee. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Kraig Gordon, Chairman
Robert McFee, Division Director- Facilities and Construction Engineering



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BOARD OF ASSESSMENT APPEALS TO PAUL JERNIGAN 3rd TERM - DISTRICT 2 1st TERM - 2013 2nd TERM - 2017 APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING 4-YEAR TERM OF VOLUNTEER SERVICE 10/11 VOTE NEEDED APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR PAUL JERNIGAN TO BOARD OF ASSESSMENT APPEALS.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KENNETH JOY TO BOARD OF ASSESSMENT APPEALS.

Paul Jernigan

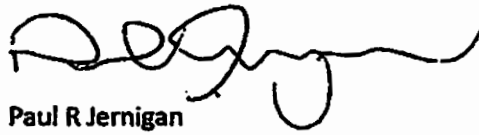
[REDACTED]
[REDACTED]
Beaufort County SC Government
BAA Coordinator
Post Office Box 1228

To whom it may concern;

This is to verify that I, Paul R Jernigan am seeking re-appointment the Beaufort Board of Assessment Appeals.

My current term expires February 2021. Thank you for your consideration.

Sincerely



Paul R Jernigan

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
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POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

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CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

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BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

May 28, 2013

Mr. Paul Jernigan

Re: Tax Equalization Board

Dear Mr. Jernigan:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Tax Equalization Board.

This will be a four-year term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Tax Equalization Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Tax Equalization Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Robert Cummins, Chairman

COUNTY COUNCIL OF BEAUFORT COUNTY
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CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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YORK GLOVER, SR.
ALICE G. HOWARD
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ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 29, 2017

Mr. Paul Jernigan

Re: Reappointment to Board of Assessment Appeals

Dear Mr. Jernigan:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Board of Assessment Appeals.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Board of Assessment Appeals. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

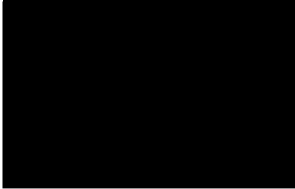
cc: Merritt Patterson, Chairman
Linda Brown, Board Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNCIL CHAIRMAN PASSIMENT
ITEM BACKGROUND:
BOARD OF ASSESSMENT APPEALS KENNETH JOY - DISTRICT 7 3rd TERM - DISTRICT 2 1st TERM - 2013 2nd TERM - 2017 APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING 4-YEAR TERM OF VOLUNTEER SERVICE 10/11 VOTE NEEDED APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR KENNETH JOY TO BOARD OF ASSESSMENT APPEALS.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KENNETH JOY TO BOARD OF ASSESSMENT APPEALS.

Kenneth W. Joy



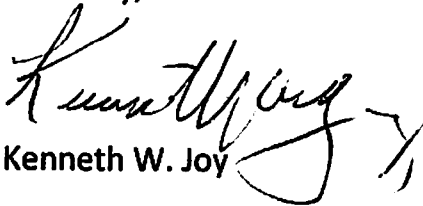
Beaufort County SC Government
BAA Coordinator
PO Box 1228
Beaufort, SC 29901

To whom it may concern:

This is a statement to verify that I, **Kenneth W. Joy** am seeking **RE-APPOINTMENT** to the **Beaufort County Board of Assessment Appeals**.

I would appreciate this re-appointment to go into effect when my current term expires (February 2021).

Sincerely,


Kenneth W. Joy

Copies Transmitted via e-mail to:

Paul Jernigan – Chairperson
Liz Rigg – BAA Coordinator

COUNTY COUNCIL OF BEAUFORT COUNTY
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

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CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
INTERIM CLERK TO COUNCIL

May 15, 2019

Mr. Kenneth Joy



Re: Appointment to the Board of Assessment Appeals

Dear Mr. Joy:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Board of Assessment Appeals.

This will be a one-year term appointment, which expires February 2020, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Board of Assessment Appeals. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Board of Assessment Appeal and, I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "S Rodman".

Stewart H. Rodman, Chairman

Attachments: Board Membership, Boards/Commissions Ordinance, Enabling Legislation

cc: Paul Jernigan, Chairman
Ebony Sanders, Interim Director
Linda Brown, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

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ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

ASHLEY M. JACOBS
COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

March 10, 2020

Mr. Kenneth Joy
Board of Assessment Appeals

[Redacted]
[Redacted]

Re: Reappointment to Board of Assessment Appeals

Dear Mr. Joy,

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to continue to serve as a member of the Board of Assessment Appeals

This will be a one-year term reappointment, which expires February 2021.

Please accept our best wishes as you continue your service to Beaufort County and its citizens. Please call upon me if I can answer any questions concerning this reappointment.

Sincerely,

Stewart H. Rodman, Chairman

Attachment: Board Membership

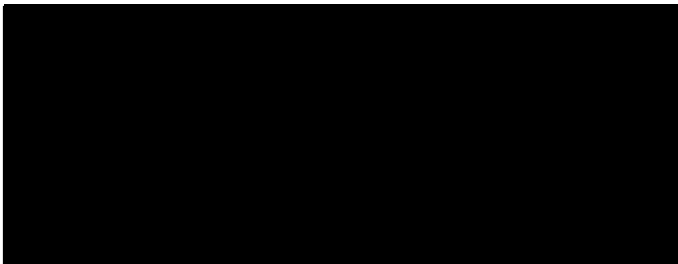
cc: Councilman Joseph Passiment, County Council Liaison
Paul Jernigan, Board of Assessment Appeals Chairman
Elizabeth Rigg, Board Liaison



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">FEBRUARY 22, 2021
PRESENTER INFORMATION:
COUNTY COUNCIL PASSIMENT
ITEM BACKGROUND:
BOARD OF ASSESSMENT APPEALS FOR ROBERT COON 3rd TERM - DISTRICT 11 1st YEAR - 2013 2nd YEAR - 2017 APPROVED ON 02.16.21 VIA FINANCE COMMITTEE MEETING 4-YEAR TERM OF VOLUNTEER SERVICE 10/11 VOTE NEEDED FOR APPROVAL
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR ROBERT COON TO BOARD OF ASSESSMENT APPEALS.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR ROBERT COON TO BOARD OF ASSESSMENT APPEALS.

ROBERT M. COON, JR.



BY FAX ONLY TO
(843)-255-9404

Ms. Elizabeth Rigg,
BAA Coordinator
Board of Assessment Appeals
P.O. Box 1228
Beaufort, S.C. 29901

Dear Ms. Rigg:

In response to your recent letter, I wish to continue to serve on the Board of Assessment Appeals, and request that I be reappointed if necessary.

Very truly yours,

Robert M. Coon, Jr.
Robert M. Coon, Jr.

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

May 28, 2013

Mr. Robert M. Coon, Jr.



Re: Tax Equalization Board

Dear Mr. Coon:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Tax Equalization Board.

This will be a four-year term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Tax Equalization Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Tax Equalization Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Robert Cummins, Chairman

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

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GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 29, 2017

Mr. Robert Coon

Re: Reappointment to Board of Assessment Appeals

Dear Mr. Coon:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Board of Assessment Appeals.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Board of Assessment Appeals. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Merritt Patterson, Chairman
Linda Brown, Board Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
EXECUTIVE COMMITTEE MEETING <ul style="list-style-type: none">FEBUARY 8, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN SOMMERVILLE
ITEM BACKGROUND:
BEAUFORT MEMORIAL HOSPITAL BOARD FOR VERNITA F. DORE (1st TERM) - APPOINTMENT - LIMITED TO (3) 4YEAR TERMS= 12 YEARS REPLACING ANDREA ALLEN VOTE 6/11
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPOINTMENT FOR VERNITA DORE TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR VERNITA F. DORE TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.

January 4, 2021

Via United States Mail, with copy by E-Mail

Beaufort County Council
c/o Mr. Joseph Passiment, Chairman
Post Office Drawer 1228
Beaufort, South Carolina 29902

Dear Mr. Chairman and Members of Council,

In accordance with Sec. 46-27 of the Beaufort County Code of Ordinances, it is with great pleasure that the Board of Trustees for Beaufort Memorial Hospital present the following nominees for consideration by Beaufort County Council to fill upcoming vacancies on the Board. All three of these nominees carry with them exceptional credentials and a dedication to serving those in Beaufort County.

The three nominees we are presenting for County Council consideration are as follows:

1. **Vernita F. Dore.** Born and raised in Beaufort County, Vernita has lead local, regional, state, and national efforts to provide needed investment and assistance to rural areas throughout the country. Most recently, she served as Deputy Under Secretary for the United States Department of Agriculture, in which role she was tasked with spearheading the USDA's Rural Development mission and managing an annual agency operating budget of \$684 Million, a Rural Development program budget of \$38 Billion, and the USDA's Rural Development loan portfolio of approximately \$212 Billion. Prior to her service in Washington, Vernita worked as the State Director for USDA Rural Development in Columbia. Her late husband, Louis O. Dore, Esq., was a former member of the Board of Trustees for Beaufort Memorial. Vernita resides in the City of Beaufort and her immediate and extended family remains connected and committed to Beaufort County. We are honored to nominate Vernita Dore for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.
2. **Eric Esquivel.** Eric and his family moved to Hilton Head Island in 1983 and the Esquivels have remained a constant presence ever since. The son of a physician who practiced at Beaufort Memorial, Eric appears ideally situated for continuing his father's commitment to serving the healthcare needs of Beaufort County. An accomplished businessman, Eric spent his early years in Texas with Dell before returning to Hilton Head a number of years ago. Through his recent work, including founding and running *La Isla Magazine* among other projects, Eric has created and developed an extensive media platform that connects and communicates with many Hispanic members of our community. Eric lives in Hilton Head with his wife and 3 children. It is our true pleasure to nominate Eric Esquivel for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.
3. **Demetrajane ("Jane") Kokinakis, D.O.** Dr. Jane Kokinakis has been selected by the Beaufort Memorial Hospital Medical Staff to fill the Medical Staff Representative seat that will become vacant upon the expiration of Dr. Faith Polkey's term in March of 2021. Dr. Kokinakis is an award-winning ophthalmologist and frequent lecturer. Due in no small part

to the stellar professional reputation she has gained running Beaufort Eye Center, the Medical Staff of Beaufort Memorial Hospital strongly endorses Dr. Kokinakis for consideration of appointment to the Beaufort Memorial Hospital Board of Trustees with such appointment to become effective on March 1, 2021.

All of the above-listed nominees meet the qualifications necessary for consideration by the Beaufort County Council for appointment to the Beaufort Memorial Hospital Board of Trustees. On behalf of Beaufort Memorial, we are excited about the opportunity these nominees present to add strong and accomplished voices to our Board.

Thank you in advance for your consideration.

Sincerely,



David House, Chairman
Beaufort Memorial Hospital

Cc: Eric Greenway, Interim County Administrator (*e-mail only*)
Sarah W. Brock, Clerk to Council (*e-mail only*)
Russell Baxley, Beaufort Memorial Hospital CEO (*e-mail only*)
E. Richardson LaBruce, BMH Governance Committee Chair (*e-mail only*)



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees

County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ___ Accommodations Tax (2% State)
- ___ Airports
- ___ Alcohol and Drug Abuse
- ___ Assessment Appeals
- ___ Beaufort County Transportation
- ___ Beaufort-Jasper Economic Opportunity
- ___ Beaufort-Jasper Water & Sewer
- 1 Beaufort Memorial Hospital
- ___ Bluffton Township Fire
- ___ Burton Fire
- ___ Coastal Zone Management Appellate (inactive)
- ___ Construction Adjustments and Appeals
- ___ Daufuskie Island Fire
- ___ Design Review
- ___ Disabilities and Special Needs
- ___ Economic Development Corporation
- ___ Forestry (inactive)
- ___ Historic Preservation Review
- ___ Keep Beaufort County Beautiful
- ___ Lady's Island / St. Helena Island Fire
- ___ Library
- ___ Lowcountry Council of Governments
- ___ Lowcountry Regional Transportation Authority
- ___ Parks and Recreation
- ___ Planning *
- ___ Rural and Critical Lands Preservation
- ___ Sheldon Fire
- ___ Social Services (inactive)
- ___ Solid Waste and Recycling
- ___ Southern Beaufort County Corridor Beautification
- ___ Stormwater Management Utility
- ___ Zoning

DATE: 9/11/2020 NAME: VERNITA F. DORE

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Retired Administrator

TELEPHONE: (Home) [REDACTED] (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: (Same as above) STATE: " ZIP CODE: "

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

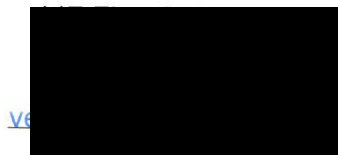
If "yes", what is the name of the board and when does term expire? Beaufort Jasper Higher Education Commission Expires 6/30/2022

- Please return completed form and a brief resume' either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: Vernita F. Dore



SUMMARY OF QUALIFICATIONS

PASSIONATE AND SUCCESS-DRIVEN VISIONARY IN COMMUNITY ECONOMIC DEVELOPMENT: Over 25 years of experience driving dramatic results in economic development of rural communities throughout America. Expert in creating and identifying opportunities in rural communities and providing high-quality service delivery and executive leadership.

PROFESSIONAL EXPERIENCE:

Deputy Under Secretary (Operations and Management), United States Department of Agriculture (USDA), Rural Development, Washington, DC (April 2015 – January 2017)

- Responsible for leading and supporting the USDA, Rural Development mission: ... to increase economic opportunity and improve the quality of life for all rural Americans by utilizing 42 programs to address the needs of communities in areas of housing, essential community facilities, water and environmental infrastructure, businesses, broadband, distance learning and telecommunications services.
- Directed and supported the work of 47 State Directors in all aspects of operations with responsibility for an annual operating budget of \$684 million; an annual program budget of \$38 billion and financial management of a \$212 billion loan portfolio. Under my leadership we experienced record breaking success in deploying capital to rural America.
- Administered the work of human resources, civil rights, information technology, procurement, and field office leasing for more than 500 offices and nearly 5000 geographically dispersed employees.

State Director, USDA Rural Development, Columbia, SC (August 2009 - March 2015)

Responsible for the administration and supervision of 42 programs offered by USDA, Rural Development in 46 counties in South Carolina. Served as a key member of USDA's administration, overseeing strategic planning, development, and implementation of rural economic development programs and policies for the state of South Carolina. During this time, I also served the Under Secretary in an advisory capacity on matters pertaining to operations, policies, collaboration and strategic planning. Advised on issues involving processes, and establishing policies that increased effectiveness in delivering programs. Accomplishments include advancing the implementation of the pay.gov system which streamlined the application and payment process resulting in increased efficiency and substantial savings.

Accomplishments include:

- Significantly increased delivery of program dollars from an average \$340 million to more than \$900 million annually to provide financing for economic development in South Carolina.
- Represented the Administration within the state and nationally. Conducted meetings with all levels of government and served as agency spokesperson with the media.
- Facilitated community meetings with county and municipal officials to substantially expand economic development in their communities.
- Reorganized internal structure with emphasis on Community Facilities (CF) programs and Business and Cooperative programs. As a result, team SC increased investments in CF programs by 400% in the first year.
- Introduced an economic focus in underserved areas and established an application process for awarding grants to most deserving communities.
- Cultivated relationships with stakeholders, managed and facilitated job forums, round table discussions and private public partnership meetings which focused on job creation and economic development.

- Utilized data and analyses to identify economic development deficiencies and their affect on customers resulting in significant increase in funding to economically distressed areas. Item 25.

Rural Development Manager/Area Director, USDA, Walterboro, SC (November 1999 - August 2009)
Responsible for the administration and supervision of all programs offered by the agency for a district consisting of ten large and demographically diverse counties.

- Served as a key member of the State Director's staff, participating in strategic planning, development, and implementation of agency programs and policies and outreach for the state of South Carolina.
- Responsible for creating business plans, growth strategies, establishing and building partnerships.
- Directed a team of district employees comprised of loan specialists, construction analysts, and logistic personnel to win the District of the Year Award which was based on the highest production in the state.

Community Development Manager, (November 1996 - October 1999)

- Represented the agency with all local and municipal officials and fostered good will in communities through outreach and marketing.
- Coordinated RD programs with other federal and state programs.

County Supervisor, (October 1991 - November 1996)

- Managed a large county office staff delivering farm lending, economic development and housing programs under RD (formerly Farmers Home Administration).
- Performed a variety of duties to include originating, processing, approving, and servicing single family housing loans, farm loans and youth loans, appraising real estate and inspecting housing construction.

Assistant County Supervisor, (September 1987 - October 1991)

- Performed a variety of duties to include originating, processing, approving and servicing loans for single family housing; performed inspections on new and existing single family dwellings.
- Conducted outreach and marketing.

Management Analyst, (Presidential Career Intern), February 1984-1987, United States Department of Army, Commercial Activities, Fort Jackson, South Carolina

- Conducted work methods and engineering studies involving the full range of management analyses to include management surveys, organizational studies, management improvements and advisory service to identify the most efficient and effective organization (MEO). (Conducted A-76 studies)
- Performed policy and organization reviews, staffing patterns, procedures, workflow and applied theories. Wrote clear and concise Performance Work Statements in order to provide contractors with specific standards of performance to engage in the bidding process.

ACCOMPLISHMENTS:

- Led State Directors and field staff to produce record breaking investments and assistance to rural areas throughout the country.
- Provided leadership in the development and implementation of Rural Development's (RD) Regionalization Initiative, designed to streamline and leverage field staff in critical administrative and program support functions.
- Provided leadership in RD's Information Technology (IT) enhancements and major investments, including a \$100 million investment focused on developing a more agile IT platform for program delivery, improving data transparency, retiring legacy systems and integrating systems for enhanced coordination and reporting.
- Enhanced the public image and recognition of agency programs through new business strategies, community outreach, and aggressive networking.
- Successfully spearheaded the delivery of all agency products resulting in nearly \$6 billion invested in rural communities in South Carolina within six years. (State Director)
- Drove the growth of agency investments and launched new USDA initiatives such as Great Regions, Corridor I-95, StrikeForce, Stronger Economies Together, etc. (State Director)

RECENT AWARDS:

- Invited by US President to the Oval Office to be recognized for foresight and leadership in the building and renovation of Dillon County Schools
- Recognized for Outstanding Performance from 2009-2016
- National Rural Coalition – “for exemplary leadership and creation of partnerships to reach the communities who most need the services of Rural Development”
- SC Senate - for “passionate and tireless effort for improving the quality of life in rural America”
- SC Women’s Connection and Clemson Institute for Economic and Community Development – award for “contributions to women and rural economic development in South Carolina”
- South Carolina Rural Development Employees – Award - “for unselfish service and dedication to improving the quality of life in rural South Carolina”
- Williamsburg County Award - “for services rendered above and beyond the call of duty”
- Clarendon County Award- “for improving the quality of life for the citizens of Clarendon County”
- Federation of Southern Cooperatives – Award - “for service and dedication to the underserved, limited resource, socially disadvantaged farmers, as well as other low income residence...” Award
- Orangeburg, Calhoun, Allendale, Bamberg Community Action Agency, Inc. - Award - “ A Leader Who Came, Saw and Conquered” Award

RECENT BOARD OF DIRECTOR APPOINTMENTS:

- Beaufort – Jasper Higher Education Commission
- The Art of Community, Rural South Carolina, SC Arts Commission
- Treasurer, Islands of Beaufort
- Beaufort County Open Land Trust

EDUCATION & PROFESSIONAL TRAINING:

- Bachelor of Arts, Journalism, University of South Carolina, Columbia, SC
- Army Management Engineering Training Agency, Rock Island, Illinois
- Graduate School, United States Department of Agriculture, Washington, DC
- University of South Carolina, Darla Moore School of Business
- Federal Executive Institute, Charlottesville, WV
- Harvard Kennedy School of Government, Cambridge, MA
- Fellow, Diversity Leadership Institute, Richard W. Riley Institute, Furman University, Greenville, SC

From: [Weitz, Kristina](#)
To: [Vaughn, Tithanie](#)
Subject: RE: Vernita Dore
Date: Tuesday, January 12, 2021 12:48:17 PM
Attachments: [image001.png](#)

Everything is perfect for her and she is in [REDACTED]

*Regards,
Kristina Weitz
Voter Registration and Elections Manager*

Board of Voter Registration and Elections of Beaufort County
Post Office Box 1228
Beaufort, SC 29901-1228
Fax: (843) 255-9429 | Voice: (843) 255-6900

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Tuesday, January 12, 2021 10:46 AM
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Vernita Dore

Good Morning,

Can you check

Vernita F. Dore
[REDACTED]
[REDACTED]
[REDACTED]

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REINSTATEMENT OF APPOINTMENT
MEETING NAME AND DATE:
EXECUTIVE COMMITTEE MEETING <ul style="list-style-type: none">FEBUARY 8, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN SOMMERVILLE
ITEM BACKGROUND:
BEAUFORT MEMORIAL HOSPITAL BOARD FOR KATHY COOPER- REINSTATEMENT 3rd TERM LIMITED TO (3) 4YEAR TERMS= 12 YEARS RESUMMING PREVIOUS POSITION 1st term - 2013 2nd term - 2017 3rd term - VOTE NEEDS TO BE 10/11 VOTE
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REINSTATEMENT FOR KATHY COOPER TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT)REINSTATMENT FOR KATHY COOPER TO BEAUFORT MEMORIAL HOSPITAL BOARD OF TRUSTEES.

COUNTY COUNCIL OF BEAUFORT COUNTY
Citizens Volunteer for Service
County Boards, Agencies, Commissions and Authorities

Item 26.

Rec 10-29-12

County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions and Authorities from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

DATE: 10/22/12 NAME: Kathleen R. Cooper (Kathy) VOTER REGISTRATION NUMBER: [REDACTED]
 OCCUPATION: Registered Nurse TELEPHONE: ([REDACTED] Office) same
 HOME STREET ADDRESS: [REDACTED] MAILING ADDRESS: [REDACTED]

Are you presently serving on a Board, Agency, Commission or Authority? No If "yes," when does your term expire? _____
 If recommended by a Council Member, indicate name: _____ ETHNICITY (Optional) Caucasian African American Other

TOP THREE PRIORITIES: Please indicate by placing a "1", "2", or "3" alongside the Board, Agency, Commission or Authority which you choose.

BOARDS	AGENCIES	COMMISSIONS	AUTHORITIES
<input type="checkbox"/> Accommodations Tax <input type="checkbox"/> Alcohol and Drug Abuse <input type="checkbox"/> Aviation <input type="checkbox"/> Construction Adjustments & Appeals <input type="checkbox"/> Disabilities and Special Needs <input type="checkbox"/> Historic Preservation Review <input type="checkbox"/> Library <input type="checkbox"/> Northern Corridor Review <input type="checkbox"/> Parks and Leisure Services <input type="checkbox"/> Planning <input type="checkbox"/> Rural and Critical Lands Preservation <input type="checkbox"/> Solid Waste and Recycling <input type="checkbox"/> Southern Corridor Review <input type="checkbox"/> Stormwater Management Utility <input type="checkbox"/> Tax Equalization <input type="checkbox"/> Zoning Appeals	<input checked="" type="checkbox"/> Beaufort Memorial Hospital <input type="checkbox"/> Bluffton Township Fire <input type="checkbox"/> Daufuskie Island Fire <input type="checkbox"/> Sheldon Township Fire	<input type="checkbox"/> Burton Fire District <input type="checkbox"/> L/St. Helena Island Fire District	<input type="checkbox"/> B/J Economic Opportunity Authority <input type="checkbox"/> B/J Water and Sewer <input type="checkbox"/> Coastal Zone Management Appellate Panel <input type="checkbox"/> Forestry <input type="checkbox"/> Foster Care <input type="checkbox"/> Lowcountry Council of Governments <input type="checkbox"/> Lowcountry Regional Transportation <input type="checkbox"/> Social Services

COUNTY COUNCIL DISTRICT:
 Please encircle your County Council District No. [1] [2] [3] [4] (5) [6] [7] [8] [9] (10) [11]

CONFLICT OF INTEREST STATEMENT: I, _____, as a voting member of the _____ Board, Agency, Commission or Authority, agree to disqualify myself from voting on any issue(s) which may arise and in which a conflict of interest exists.
 Applicant's Signature: Kathleen R. Cooper

Once completed, please return this form and attach a brief resume' to: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

An incomplete application will be returned.

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
INTERIM CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 13, 2013

Ms. Kathleen R. Cooper



Re: Beaufort Memorial Hospital Board

Dear Mr. Cooper:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Beaufort Memorial Hospital Board.

This will be a partial-term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Beaufort Memorial Hospital Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Beaufort Memorial Hospital Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Gerald Schulze, Chairman

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
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TELEPHONE: (843) 255-2180
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D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

RICK CAPORALE
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YORK GLOVER, SR.
ALICE G. HOWARD
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ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

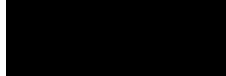
JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Mrs. Kathleen Cooper



Re: Reappointment to Beaufort Memorial Hospital Board

Dear Mrs. Cooper:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Beaufort Memorial Hospital Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Beaufort Memorial Hospital Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,

D. Paul Sommerville, Chairman

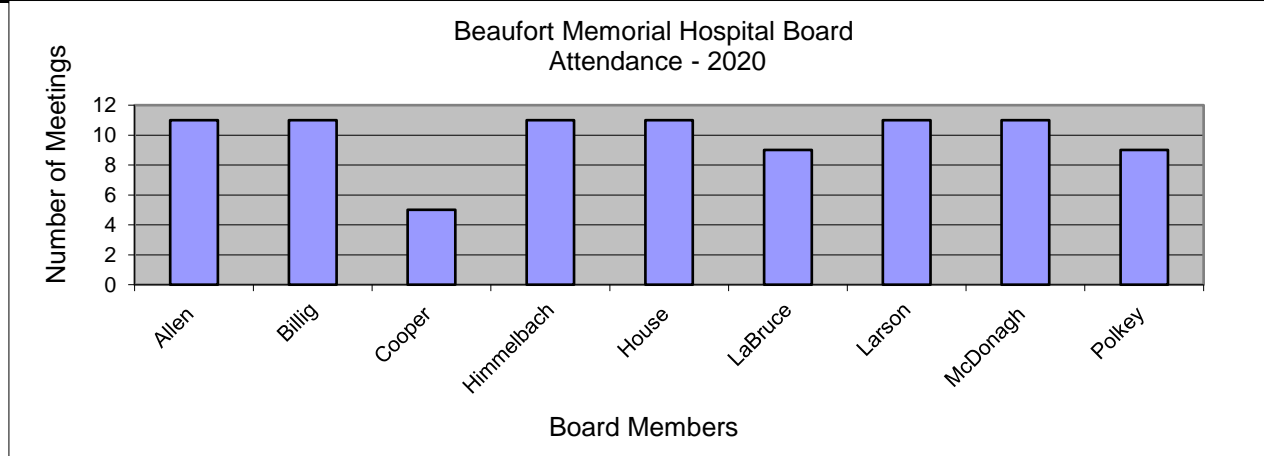
Attachment: Board Membership

cc: Terry Murray, Chairman
Edmond Baxley, President and Chief Executive Officer

Beaufort Memorial Hospital Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	29	26	*	22	20	24								
Allen	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Billig	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Cooper	1	1	*	1	1	1	***	***	***	***	***	***	5	100%
Himmelbach	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
House	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
LaBruce	**	**	*	1	1	1	1	1	1	1	1	1	9	100%
Larson	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
McDonagh	1	1	*	1	1	1	1	1	1	1	1	1	11	100%
Polkey	0	1	*	1	1	1	1	0	1	1	1	1	9	80%

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
McDonagh 021119
- *** Resigned
- ** Appointed
LaBruce 030920



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.
MEETING NAME AND DATE:
Executive Committee – February 8, 2021
PRESENTER INFORMATION:
Robert Bechtold-IDCA, Tamekia Judge-Records Management Director (10 Minutes)
ITEM BACKGROUND:
<i>None</i>
PROJECT / ITEM NARRATIVE:
To set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.
FISCAL IMPACT:
<i>None</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny a resolution to set forth a uniform policy for processing, responding to, and tracking requests for public records in compliance with the Freedom of Information Act SC Code of Laws 30-4-10 et seq. <i>(Move forward to Council for Approval/Adoption on February 8, 2021)</i>

RESOLUTION NO. 2021 / XX

A RESOLUTION TO SET FORTH A UNIFORM POLICY FOR PROCESSING, RESPONDING TO, AND TRACKING REQUESTS FOR PUBLIC RECORDS IN COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq.

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) declares that it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy.; and

WHEREAS, in order to ensure that the County conducts public business in an open and public manner, it shall be the policy of the County to comply with both the letter and the spirit of the Freedom of Information Act (“FOIA”), as codified at §§ 30-4-10 et seq. of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County Council of Beaufort has determined that a formal policy regarding the submission and processing of requests for access to public records under FOIA should be adopted to provide the public and County’s employees with clear requirements and practices that will permit the County to operate in an open and public manner.

NOW THEREFORE BE IT RESOLVED, by County Council of Beaufort County (the “*Governing Body*”) as set forth below:

SECTION 1. Pursuant to the findings above, the Council hereby adopts its Policy Regarding Requests for Public Records Under the Freedom of Information Act (the “*Policy*”), a copy of which is attached hereto.

SECTION 2. In adopting the Policy, the Governing Body has determined that the fee schedule for staff time and copies included in the Policy is an accurate reflection of the actual cost of searching for and making copies of records. The schedule has been approved by the terms of this Resolution, but may be updated in the reasonable discretion of the Governing Body by subsequent resolution or by the approval of its annual budget.

SECTION 3. In approving this Resolution and the Policy, the Governing Body expressly adopts any and all exemptions, restrictions and limitations from disclosure contained within FOIA as may be amended from time to time, and any additional exemptions, restrictions or limitations from disclosure that may be provided for now or in the future under South Carolina or Federal law.

SECTION 4. The Policy is effective immediately upon the adoption of this Resolution.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



Beaufort County Freedom of Information Act Policy

I. PURPOSE

The purpose of the Beaufort County Freedom of Information Act (FOIA) Policy (“Policy”) is to set forth a uniform policy for processing, responding to, and tracking requests for public records. This Policy is intended to balance Beaufort County’s (“County”) commitment to transparency and openness, while ensuring the protection of the County’s confidentiality concerns and security interests.

This Policy does not intend to encompass all aspects of FOIA law, nor to detail the specific procedures of the County’s FOIA specialists. Any term not specifically defined in this Policy shall be defined as provided for in S.C. Code Ann. Title 30 Chapter 4.

II. BACKGROUND

The South Carolina Freedom of Information Act, S.C. Code Ann. Title 30 Chapter 4 provides the public access to public records created by or in the custody of Beaufort County in order to “learn and report fully the activities of their public officials.” S.C. Code Ann. §30-4-15. Except as provided for by law, FOIA governs access to public records in the possession of public bodies or its officers and employees.

III. APPLICABILITY

This policy is applicable to all departments under the supervision of the Beaufort County Administrator and to any board or commission whose members are appointed by the County Council of Beaufort County, South Carolina, as well as the governing body of Beaufort County Government. This Policy shall apply to all parties submitting a request for public records including, but not limited to, individual citizens, businesses, and media publications.

IV. ROLES AND RESPONSIBILITIES

A. Records Management Department and FOIA Specialist

The Beaufort County Records Management Department (“Records Management”) has designated FOIA specialists who administer the process of accepting, processing, routing, compiling and responding to all FOIA requests for all Beaufort County departments. The FOIA specialists work within the Records Management Department and are supervised by its department head.

B. Department FOIA Representative

Within each county department, persons are appointed as department-level Freedom of Information Act representatives to receive and respond to portions of FOIA requests assigned to their department. These FOIA representatives and their department heads are responsible for fulfilling FOIA requests.

C. Elected Officials

Elected officials (i.e., County Council, Clerk of Court, Probate Judge, Sheriff, Coroner, Auditor, and Treasurer) and their departments, boards and officers, who are not subordinate to the County Administrator, may handle their own FOIA requests. If the elected official decides to allow Records

Management and the FOIA Specialists to administer their FOIA requests, they agree to adhere to the policy and procedures set forth in this Policy.

V. PUBLIC RECORDS GENERALLY

A. Public Records Under FOIA

A “public record” is any record containing information relating to the conduct of government business, which is prepared, owned, used, or retained by a public body. This includes, but is not limited to, emails, handwritten notes, reports, drafts, letters, spreadsheets, contracts, calendars, audio files, and photographs.

It is the subject matter of the record, not its form, which determines whether a record is considered a public record.

B. Records Not Under this FOIA Policy

Any record that was not created, produced, collected, received or retained during the ordinary course of business are not considered public records, and are not subject to disclosure under FOIA. These types of records include, but are not limited to, spam emails, documents or emails of a personal nature(s).

Requests for public records in the custody of the following public bodies, among others, are not in the custody of Beaufort County and are therefore not covered by this Policy:

1. Beaufort County School District
2. Fourteenth Circuit Solicitor’s Office

C. Access to FOIA Requests

The Records Management Department is the County department solely responsible for receiving and maintaining FOIA requests and the documents associated with FOIA requests. Beaufort County employees and staff members should not access the FOIA database, or any documents associated with a FOIA request, that do not require their attention. If it is determined by the County Administrator and Records Management Department that a County employee or staff member has inappropriately accessed a FOIA request, disciplinary actions as provided for in the Beaufort County Employee Handbook shall be followed.

This Section is not applicable to public bodies who are not covered by this Policy.

D. Communication Following a FOIA Request

Following the receipt of a FOIA request related to, but not limited to, an elected official, County employee, or confidential information the Records Management Department will communicate the FOIA request to the County Administrator. The County Administrator will, at its discretion, inform the individuals related to the FOIA request of the information being requested.

VI. SUBMITTAL OF FOIA REQUESTS

A. Form of Requests

By law, any member of the public can submit a FOIA request to any member of Beaufort County government verbally or in writing. A request for public records are encouraged to be made in writing to the Records Management department by completing the online FOIA Request Form on the Beaufort County website: <http://www.beaufortcountysc.gov/foia>.

If a request is received by a department other than Records Management, the receiver should adhere to the appropriate following response:

a) Email. Immediately forward the entire request and all attachments to the FOIA Specialist at bcfoia@bcgov.net.

b) Mail or Delivery Service. Stamp or mark the envelope with the date it was received and forward everything via interdepartmental mail to "FOIA/Records Management."

c) Phone. Transfer the call to 843-255-7200.

d) In Person. Either direct the requester 1) to complete the form on the website; 2) to email the request to bcfoia@bcgov.net; or 3) call 843-255-7200.

B. Receipt Date/Time

The processing time for a FOIA request begins on the day the request is received, except for requests received outside of normal business hours. Requests received 4:30 p.m. or later on a business day, on weekends, or on holidays are considered received the next business day.

C. Content of Requests

Requestors are encouraged to provide as much specificity as possible to ensure the County can identify and locate the requested records. If a request(s) is not reasonably specific, the Records Management Department should contact the requester within ten (10) days to request additional information.

D. Responses to Requester

In accordance with the South Carolina Freedom of Information Act, Beaufort County has ten (10) working days (excepting Saturdays, Sundays, and legal public holidays) to determine if the information requested is publicly available under the FOIA and whether or not a fee is required.

Before the end of the ten (10) day response period written communication should be sent to: (1) acknowledge the receipt of the request; (2) confirm the request was specific enough to obtain records, provide information about fees, costs; (3) convey whether a 25% deposit is required; (4) provide a date, time, and place the records will be available to be inspected if an inspection is requested.

E. Deposit Requirement

Following an assessment by Records Management, if the request exceeds an actual cost of \$50.00, a 25% deposit may be required before the request is fulfilled. When a deposit is required, the 30 calendar day response period does not begin until the required deposit is received.

Payment is **required in full** before the public records are released to the requestor.

VII. OBTAINING RECORDS

Within 10 business days of the original request (or 20 business days for records more than 24 months old), the FOIA specialists must respond to the requester with their findings. They will either provide the requested documents to the requester (if all have been provided by the departments), or they will notify the requester that documents exist but that it will take time to search and compile records and/or that a fee is required to complete the work.

The request must be completed within 30 calendar days (or 35 days for records more than 24 months old) following the receipt of a deposit or payment of the estimated full amount.

A. Department Responsibilities

Following a request from Records Management for records, each department representative must analyze the request to confirm if the requested documents pertain to that department. If so, an exhaustive search of its files must be completed in order to determine any and all documents that fulfill the broadest sense of the request. If the request does not pertain to that department or if no documents were found in response to the request, the department representative provides a statement as such, which is later reported to the requester.

B. Elected Officials

All requests for records on elected officials' personal devices or accounts, most notably emails on non-@bcgov.net accounts, must be submitted directly to the elected official. Beaufort County Administration does not own, operate, or have access to these accounts or devices nor can it compel elected officials to produce records found therein.

VIII. FOIA EXEMPTIONS

FOIA contains discretionary exemptions under which public records may be withheld, as well as mandatory exemptions. If the applicability of an exemption is uncertain the Legal Department shall be consulted.

All records in response to a FOIA request shall be submitted by the applicable department to the Records Management Department or, when appropriate, the Legal Department in their entirety without redactions.

A. Duty to Redact

Under FOIA, the County may not withhold public records in their entirety because of an exemption. The County is obligated to produce the records with the exempt material redacted, unless the records fall within a required exemption as provided for in Section VIII(B) of this Policy.

B. Required Exemptions

A record must be withheld from disclosure in its entirety when a federal or South Carolina law requires that the record is exempt from disclosure. Records which are not public record under FOIA and are exempt from disclosure entirely include:

- (1) income tax returns;
- (2) medical records;
- (3) hospital medical staff reports;
- (4) scholastic records;
- (5) adoption records;
- (6) records related to registration and circulation of library materials to the extent they identify library patrons;
- (7) information relating to security plans;
- (8) the identity or information tending to reveal the identity of any individual who in good faith makes a complaint or otherwise discloses information which alleges a violation or potential violation of law or regulation to a state regulatory agency;
- (9) obtaining or using any personal information acquired from a state agency for commercial solicitation; or
- (10) other records which by law are required to be closed to the public.

No department should make the decision to withhold records without consulting the Records Management Department or the Legal Department.

C. Employee Personnel Files

Beaufort County employee personnel files (“Personnel File”) may be released in accordance with this Section. A Personnel File includes “information of a personal nature where the public disclosure thereof would constitute unreasonable invasion of personal privacy.” S.C. Code Ann. Sec. 30-4-40. Specifically, documents including, but not limited to, drivers licenses, information about spouse and children, personal phone numbers, personal email addresses, resumes, health insurance, benefit packages, employee reviews, and resignation letters will be redacted in order to adhere to FOIA law and protect the personal privacy of Beaufort County employees.

D. Architectural Plans and Surveys

Architectural plans are protected by federal law, and under SC Code 30-4-30(A)(1) a person has a right to “inspect, copy or receive an electronic transmission of any public record of a public, except as otherwise provided by Section 30-4-40, or other state and federal laws.” Pursuant to the aforementioned SC Code Section, the request for architectural plans are exempt or are redacted accordingly.

Surveys shall not be released, copied, or distributed. The County shall allow for individuals to view a survey upon request.

E. Video and Audio Records

Video and audio recorded within any building owned or occupied by Beaufort County are for security purposes and copies will not be released. Matters exempt from disclosure, S.C. Code Ann. Sec. 30-4-40.

F. Release of Exempt Records or Documents

Nothing in this Section is to conflict with, or supersede, any other Beaufort County policy relating the maintenance or release of records or documents. If this Section does conflict with any other Beaufort County policy, then the other policy shall be followed.

1. *Owner of Record Required.* A record or document that is exempt pursuant to the Beaufort County FOIA Policy, may be released at the discretion of the County when the requester is the owner of the records or document. Additionally, when applying the privacy exemption the County may, at its discretion, release the reports or documents to the requester if the privacy interest at stake in the FOIA exemption belongs to the requester. If the County determines that the exempt records or documents are releasable pursuant to this section, then the requester must complete an affidavit as provided for in Exhibit A of this Policy.

2. *Commercial Solicitation.* A FOIA request that includes, but is not limited to, extensive tax records, housing records, or records pertaining to a large number of citizens in the County; the County may require a Commercial Solicitation Affidavit be executed by the requester. Prior to the documents being released, the County must receive a copy of the executed affidavit as provided for in Exhibit B of this Policy.

IX. CHARGES FOR THE PRODUCTION OF RECORDS

The FOIA allows the County to establish and collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records. S.C. Code Ann. §30-4-30(B). The County may amend the charges for costs when determined appropriate by the County Administrator.

A. Labor Costs

Each department providing records in a response to a FOIA request is responsible for providing the number of hours required to complete the response to Records Management Department. The number of hours will be charged for the actual time spent by County staff in producing the requested records rounded down to the nearest 15-minute increment. The hourly rate “shall not exceed the prorated hourly salary of the lowest paid employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request.” S.C. Code Ann. §30-4-30(B).

The labor cost will be calculated according to the following guidelines:

Service	Cost
Search and Retrieval by Department for Records <i>(excluding IT Department)</i>	Department Staff: \$14.00/hour Department Director: \$24.00/hour Assistant Administrator: \$50.00/hour Deputy/County Administrator: \$50.00/hour
Retrieval of Electronic Records by the IT Department	IT Department: \$33.00/hour
*Redactions	FOIA Specialist: \$14.00/hour Legal Department: \$30.00/hour

**Cost of redactions are based on one (1) minute per page requiring redaction*

B. Copying and Other Costs

When physical copies of the records are requested the County shall provide the requestor the current rate of the County’s copying cost per page. The charge for copying must reflect the actual costs incurred by the County. The charges in this Section do not include records that are provided electronically to the requester.

The County may charge for the actual cost of the medium used to provide the records including, but not limited to, thumb drive, CD, or DVD; and for the actual cost of postage and packaging associated with mailing the responsive records.

Copying and other costs will be calculated according to the following guidelines:

Service	Cost
Printed Copies of Records <i>(excluding GIS Maps)</i>	\$0.20 per page (up to 11x17 only)
GIS Maps	\$10.00 up to 11x17 \$20.00 larger than 11x17
USB Drive	\$7.00 each
Certified Copy from Clerk of Court	\$3.00 per copy
Certified Copy from Family Court	\$5.00 per copy (All documents will be certified)
Certified Copy from Magistrate	\$0.50 per page
Postage expense	Actual cost as determined by size, weight and zip code

C. Cost Waiver

The County may waive the costs associated with a FOIA request when the cost of producing the response is less than \$50.00. A waiver shall not be applied when a requester, or anyone associated with the requester, submits a second request for public records within seven (7) calendar days of the first request,

and the requests are of the same nature. The waiver as provided for in this Section is applied at the discretion of Records Management and the County Administrator.

X. Inactive FOIA Requests

FOIA requests will be closed after 90 calendar days of inactivity. Inactivity is defined as a lack of a response from requesters to phone calls and/or correspondence by FOIA specialists or due to a lack of payment, and will typically not be reopened.

After 30 days of inactivity, FOIA specialists will issue one courtesy reminder in an attempt to reopen communication with the requester. After 90 days, the requester must submit a new FOIA request, which will be processed normally.

Upon a request being inactive, the requestor surrenders any deposit and the deposit may not be used towards any future FOIA requests.

EXHIBIT A



Release of Record or Document
Affidavit of Ownership and Indemnity Agreement

Contact Information:
Address
Telephone Number
Email Address (if available)

I, _____, being first duly sworn on oath says: (please initial)
_____ I am the owner of the record or document being requested.
_____ I am the individual, or have been provided authorization by the individual, who the records are about.

I hereby authorize Beaufort County to release the aforementioned document to me and I hereby agree to completely indemnify Beaufort County against any claim to releasing such record or document which might be made by any person, in the event that person is determined to be the rightful owner or interested party to such record or document.

Witness #1

Claimant's Signature

Witness #2

Authorized Individual (when applicable)

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that _____, acting in the capacities heretofore mentioned, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20____.

Print Name: _____
Notary Public for _____
My commission Expires: _____

To Be Completed by Beaufort County

Date Affidavit Received _____ Receipt Acknowledged by: _____

EXHIBIT B



Affidavit of Commercial Solicitation and Indemnity Agreement

Contact Information: Address Telephone Number Email Address (if available)

I, _____, being first duly sworn on oath says: (please initial) I am the individual requesting the information. I am representing _____, as the _____

I hereby affirm that the information requested from Beaufort County pursuant to a Freedom of Information Act request, will not be used for commercial solicitation nor knowingly sold or given to secondary or tertiary parties who intend to use the information for Commercial Solicitation as defined in Section 30-2-10 of the South Carolina Code of Laws (2017, as amended). I hereby agree to completely indemnify Beaufort County against any claim, by any individual, if such record or document is used for Commercial Solicitation purposes.

Witness #1 Requestor's Signature

Witness #2

STATE OF _____) COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that _____, acting in the capacities heretofore mentioned, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my Hand and Seal, this _____ day of _____, 20____.

Print Name: _____ Notary Public for _____ My commission Expires: _____

To Be Completed by Beaufort County Date Affidavit Received _____ Receipt Acknowledged by: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance for Refunding of Bonds</i>
MEETING NAME AND DATE:
Finance Committee, 01/19/2021
PRESENTER INFORMATION:
<i>Whitney Richland, Chief Financial Officer</i> <i>10 Minutes</i>
ITEM BACKGROUND:
<i>Staff is purposing an Ordinance to Refund Bonds, Series 2021 in a principal amount not to exceed \$13,500,000.</i>
PROJECT / ITEM NARRATIVE:
The proceeds for the 2021 Bond in the amount not to exceed \$13,500,000 will be used to refund the 2011 Bonds and the 2012E Bonds. Staff has discussed the potential cost savings of the refund with Bond Counsel and the related savings with current market rates is approximately \$2 million.
FISCAL IMPACT:
<i>The potential savings are approximately \$2 million. The amount of the bond is not to exceed \$13,500,000.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the Finance Committee approve the Ordinance.
OPTIONS FOR COUNCIL MOTION:
<i>Motion for the Committee to approve the Ordinance or Motion to deny the Ordinance.</i> <i>Move forward to Council for First Reading/Approval/Adoption on 01/25/2021.</i>

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) In a referendum (the “Referendum”) held in the County on November 7, 2006, the following question was submitted to the qualified electors of the County:

Shall the County be empowered to issue, either at one time as a single issue or from time to time as several separate issues, general obligation bonds of the County in the aggregate principal amount not to exceed \$50,000,000, the proceeds of which shall be used for the purpose of defraying the costs of the County Rural and Critical Land Preservation Program which preserves land by purchasing open land, development rights and conversation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, coastal areas, rivers and wetlands, legal fees and costs of issuance of such bonds, provided

that all expenditures shall be prioritized based upon the official criteria and ranking system established for the County and subject to annual audit?

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the issuance of the general obligation bonds.

(f) The assessed value of all the taxable property in the County as of June 30, 2019, is \$1,934,462,170. Eight percent of the assessed value is \$154,756,973. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$101,517,127 which includes the Series 2011 Bonds (defined below) to be refunded. Thus, the County may incur not exceeding \$53,239,846 of additional general obligation debt within its applicable debt limitation.

(g) Pursuant to the Constitution, statutory authorizations, the Referendum and Ordinance No. 2011/38 enacted by the County Council on December 5, 2011 (the “2011 Ordinance”), the County issued its original principal amount \$10,000,000 General Obligation Bonds, Series 2011, dated December 28, 2011 (the “Series 2011 Bonds”).

(h) Pursuant to the Constitution, statutory authorizations, and Ordinance No. 2012/3 enacted by the County Council on February 27, 2012 (the “2012 Ordinance”), the County issued its original principal amount \$6,000,000 General Obligation Bonds, Series 2012E, dated October 11, 2012 (the “Series 2012 Bonds”).

(i) The Series 2011 Bonds are currently outstanding in the principal amount of \$8,090,000, which includes the March 1, 2021, maturity in the amount of \$270,000, which will not be refunded. The Series 2011 Bonds maturing on or after March 1, 2022, shall be subject to redemption at the option of the County on or after March 1, 2021, as a whole or in part at any time, in such order of redemption as the County may determine, at par plus accrued interest to the date fixed for redemption. The 2012 Bond is currently outstanding in the principal amount of \$5,357,658.90, and is prepayable at any time, in whole or in part, without penalty.

(j) Sections 11-21-10 to 11-21-80 of the S.C. Code empower any “public agency” to utilize the provisions of Article 5, Chapter 15, Title 11 (the “Refunding Act”) of the S.C. Code to effect the refunding of any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of all or a portion of the outstanding Series 2011 Bonds and the Series 2012 Bond (the “Bonds to be Refunded”) because a savings can be effected through the refunding of such Bonds to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the County Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(m) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$13,500,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$13,500,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$13,500,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(m) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees. The Bonds will be issued in one or more series, each with an appropriate series designation.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2011 Ordinance and the 2012 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, may be deposited with an escrow agent to be named (the “Escrow Agent”) and held by it under a written refunding trust agreement between the Escrow Agent and the County (the “Refunding Trust Agreement”) in an irrevocable trust account or said proceeds may be deposited with the Paying Agent for the Bonds to be Refunded, as determined by the County Administrator.

The County Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of a Refunding Trust Agreement or Escrow Deposit Agreement, if required.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine whether all of a portion of the Bonds should be sold together and whether all or a portion of the Bonds should be sold with all or a portion of not exceeding \$51,000,000 authorized in 2016 but not issued; (f) determine the date and time of sale of the Bonds; (g) receive bids on behalf of the County Council; and (h) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the S.C. Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the S.C. Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Book-Entry System. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP, as bond counsel and Hilltop Securities, as financial advisor, in connection with the issuance of the Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Regions Bank in Atlanta, Georgia (the “Paying Agent”), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Regions Bank in Atlanta, Georgia (the “Registrar”), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to Article X of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"); Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15, 21 and 27, Code of Laws of South Carolina 1976, as amended;; and Ordinance No. _____ duly enacted by the County Council on _____, 2021.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of

County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program ("STAMP") or similar
program.

NOTICE: The
signature to this agreement
this agreement
must correspond with the
name of the
registered holder as it appears
upon the face of
the within Bond in every
particular,
without alteration or enlargement
or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), in County Council Chambers, Administrative Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:00 p.m. on _____, 2020.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$ _____ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2021, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$_____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT D

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE
\$ _____ * GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021
BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN electronic bids only will be received on behalf of Beaufort County, South Carolina (the “County”) until 11:00 a.m., South Carolina time, on _____, _____, 2021, for the purchase of \$ _____ * General Obligation Refunding Bonds, Series 2021, of the County (the “Bonds”).

THE SALE MAY BE CANCELLED OR POSTPONED OR ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NO LESS THAN _____ HOURS PRIOR NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849- 5021.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, until the Bonds mature, commencing September 1, 2021. The Bonds will be dated their date of delivery, and will mature serially in successive annual installments on March 1 in each of the years and in the principal amounts as shown below:

(March 1)	Principal	(March 1)	Principal
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>

*Preliminary, subject to adjustment

Adjustment of Maturity Schedule: The schedule of maturities set forth above (the “Maturity Schedule”) represents an estimate of the principal amounts and maturities of the bonds which will be sold. If, after final computation of the bids, the County determines that the maturities of the Bonds should be adjusted in order to maintain structured debt service on all of its outstanding bonds, the County reserves the right either to increase or decrease the principal amount of any maturity of the Bonds and to decrease or increase the par amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease in par amount shall not exceed 15% of the par amount in the aggregate. If increased, the par amount of the Bonds shall not exceed the total amount of Bonds authorized to be issued.

In the event of any such adjustment of the Maturity Schedule for the Bonds as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: The Bonds maturing prior to March 1, _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on and after March 1, _____ shall be subject to redemption at the option of the County on or after March 1, _____, as a whole or in part at any time, in such order of redemption as the County may determine, at par, plus accrued interest to the date fixed for redemption.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds or a bid at a price less than par will not be considered.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the “Official Statement”) in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: For the payment of the principal of and interest on the Bonds, as they respectively mature, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of Burr & Forman LLP, Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

CUSIP Numbers: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

Financial Advisor: Hilltop Securities Inc. (“Hilltop”) is acting as Financial Advisor (the “Financial Advisor”) to the County in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Financial Advisor, has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies or rating agencies.

Delivery: The Bonds will be delivered on or about _____, 2021, through DTC in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <http://i-dealprospectus.com>. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County’s Bond Counsel, Francenia B. Heizer, Esquire, Burr & Forman LLP, telephone (803) 799-9800, e-mail: fheizer@burr.com or with the County’s Financial Advisor, Chad Cowan, Director, Hilltop Securities, telephone (704) 654-3454; e-mail: chad.cowan@hilltopsecurities.com.

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2021, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to ordinances adopted by the County Council of the County (the “Ordinances”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2022, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Repository, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Assessed Value of Taxable Property in the County;
- (e) Tax rates for the County;
- (f) Tax collections for the County; and
- (g) Ten largest taxpayers (including fee-in-lieu-of-tax) for the County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available

from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders;
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying

event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinances, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the County is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2021

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$_____ General Obligation Refunding Bonds, Series 2021,
Beaufort County, South Carolina

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA

2020/2021 ATAX APPLICATIONS

12/21/2020

Organization	Event/Project	Amount Requested	Received Last Year	Amount Rec'd #1	Amount Rec'd #2	Total Received	% of Ask	Name	Notes
1 Friends of Hunting Island	Winter Market Research Study	\$ 7,600	\$ 5,000	\$ -	\$ -	\$ -	0.0%	Carol Corbin	Has the money/Withdrew
2 Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2020-2021	\$ 200,000	\$ 120,000	\$ 120,000	\$ 109,300	\$ 229,300	114.7%	Robb Wells	Social Media/Cultural mrktg replacing Black Chamber
3 Historic Bluffton Foundation	Operation of the Heyward House Museum and Welcome Center	\$ 17,000	\$ 10,000	\$ 10,000	\$ 7,000	\$ 17,000	100.0%	Katie Epps	Ops
4 Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 6,000	\$ 1,000	\$ -	\$ 1,500	\$ 1,500	25.0%	Blake White	Spectrum
5 Friends of the Spanish Moss Trail	Spanish Moss Trail Visitor Marketing Video	\$ 5,950	\$ 5,000	\$ 2,000	\$ -	\$ 2,000	33.6%	Sissy Perryman	Video
11 Historic Mitchelville Freedom Park	Holiday Tree Lighting, Freedom Day, Marketing and Site Prep / Design for Juneteenth Celebration	\$ 45,000	\$ 20,000	\$ 5,000	\$ 15,000	\$ 20,000	44.4%	Ahmed Ward	Outbound digital marketing-Juneteenth + Social Media
6 Beaufort Film Society	Beaufort International Film Festival (15th)	\$ 20,000	\$ 15,000	\$ 20,000	\$ -	\$ 20,000	100.0%	Ron Tucker	
7 Beaufort County Solid Waste & Recycling Department	Don't Take a Vacation from Recycling Campaign	\$ 44,425	\$ -	\$ -	\$ -	\$ -	0.0%	Ashley Jenkins	
8 Penn Center Inc.	Penn Center & Heritage Days Celebration Operations & Marketing	\$ 60,000	\$ 31,500	\$ -	\$ -	\$ -	0.0%	Deloris Pringle	\$31.5 from previous year is unspent
9 Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 32,000	\$ 20,000	\$ 15,000	\$ -	\$ 15,000	46.9%	Natalie Hefter	Mrktg/Dev
10 SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 29,700	\$ 40,000	\$ 29,700	\$ 10,300	\$ 40,000	134.7%	Pearch Morrison	Cut request 40% due to expectations: we restored most of that
12 Hilton Head Choral Society	Marketing for Tourist/Visitor Development	\$ 4,000	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Margie Lechowicz	
13 Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 9,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 4,000	44.4%	Linda Bloom	
14 Reconstruction Beaufort	Restore and Add Stokes Freedman's Cottage to the Reconstruction Era National Historical Park Network	\$ 179,443	\$ -	\$ -	\$ -	\$ -	0.0%	Billy Keyserling	Withdrew app
15 Sons of Union Veterans of the Civil War of Beaufort SC	Repair and Add Grand Army of the Republic Hall to the Reconstruction National Historical Park Network	\$ 96,263	\$ -	\$ -	\$ -	\$ -	0.0%	Elijah Washington	Withdrew app
25 Brick Baptist Church	Restore and Add Brick Church Cottage to the Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	Withdrew app
16 Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 6,000	\$ 5,300	\$ 4,700	\$ 10,000	100.0%	Jeff Gerber	
17 The Original Gullah Festival of South Carolina, Inc.	The Gullah Festival	\$ 15,000	\$ 35,000	\$ -	\$ -	\$ -	0.0%	Thomas Hicks	No show for interview
18 Historic Port Royal Foundation	Historic Port Royal Exhibition Displays	\$ 10,000	\$ -	\$ -	\$ 5,950	\$ 5,950	59.5%	Deborah S. Johnson	
19 First Tee - The Lowcountry	Concierge Informational Event	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Pat Zuk	
20 Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing/Events	\$ 135,000	\$ 64,000	\$ 32,000	\$ -	\$ 32,000	23.7%	Kevin Holman	
21 NIBCAA	Hilton Head Island Gullah Celebration	\$ 42,400	\$ 23,000	\$ 15,000	\$ 5,000	\$ 20,000	47.2%	Courtney Young	SM/Media-Out of local market only
22 Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Golf Channel TV Campaign	\$ 20,000	\$ 8,000	\$ -	\$ 7,500	\$ 7,500	37.5%	Barry Fleming	
23 Beaufort Area Hospitality Association	Northern Beaufort Visitors Map	\$ 15,000	\$ -	\$ 10,000	\$ 5,000	\$ 15,000	100.0%	Ashlee Houck	
24 Gullah Museum Hilton Head Island	Permanent Exhibit/Renovation Project	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0.0%	Natahia Aiken	
26 Daufuskie Marsh Tacky Society	2nd Annual Daufuskie Marsh Tacky Rally	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 10,500	100.0%	Erica Veit	Start up
27 Port Royal Sound Foundation (PRSF)	Exhibit and Signage Renovation at the Maritime Center	\$ 56,750	\$ 26,500	\$ 26,000	\$ 24,250	\$ 50,250	88.5%	Jennifer E. Jenkins	
TOTAL:		\$ 1,254,671	\$ 379,000	\$ 292,000	\$ 208,000	\$ 500,000	39.9%		
	AMOUNT AVAILABLE:	\$ 260,000							
	Amount Remaining:	\$ (32,000)							
	Total Available #2:	\$ 240,000							
	Amount Remaining #2:	\$ 32,000							

NOTE: Please see attached document to note the Board's intentions for the allocation for the Beaufort County Black Chamber of Commerce

ORDINANCE 2021/____

AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax') Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

WHEREAS, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's state A-Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Jr.

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third and Final Reading: _____

Public Hearing: _____ Second Reading: _____

First Reading: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB#121720E Roadway Pavement Condition Survey (\$332,700)
MEETING NAME AND DATE:
County Council – February 22, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (5 mins)
ITEM BACKGROUND:
<p>In 2016, Beaufort County contracted with F&ME Consultants, Inc. to perform a Pavement Condition Survey (PCS) on the County’s maintained roadway network. A report was provided that included information pertaining to the methodology used to perform the PCS and analysis, as well as survey results. The PCS information served as a basis for evaluating pavement maintenance and preservation methods for the roadway network, and for establishing recommendation for a five-year, fiscally constrained, pavement maintenance and preservation program. As Beaufort County enters year 4 of the five-year program, an update is needed to continue the pavement evaluation and management program for maintenance and preservation which has proven successful to date.</p> <p><i>Item was approved at the County Transportation Committee meeting on January 20, 2021.</i></p> <p>In addition to this program, Beaufort County is evaluating the condition of pavement markings and RPM’s on County and Municipal roads to establish a five-year plan. The consultant will provide a condition report, priority listing and recommendations for replacement on a yearly basis.</p> <p><i>Item was approved at the Public Facilities Committee meeting on February 16, 2021.</i></p>
PROJECT / ITEM NARRATIVE:
<p>On December 17, 2020, Beaufort County received twelve (12) bids for IFB #121720E, Roadway Pavement Condition Survey. An evaluation team of Beaufort County Transportation Committee members and Beaufort County employees reviewed and scored all firms. The scores can be found on the attached Evaluation Score Summary. After a review of proposals, F&ME Consultants, Inc. ranked the highest and is deemed the most qualified for the contract.</p>
FISCAL IMPACT:
<p>F&ME Consultants, Inc. proposed a fee of \$272,400 for the Pavement Condition Survey. The funding for the project is Beaufort County Transportation C Funds with a current balance of \$2,540,713.00. At the County Transportation Committee meeting on January 20, 2021 Council recommended that the Capital Projects Department does not exceed the proposed fee amount.</p> <p>F&ME Consultants, Inc. proposed a fee of \$60,300 for the evaluation of pavement markings and RMP’s on Beaufort County and Municipal roads. The funding for this project is TAG with a current balance of \$7,516,852.42.</p>

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the award of IFB #121720E Roadway Pavement Condition Survey to F&ME Consultants, Inc.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny recommendation of award for IFB #121720E Roadway Pavement Condition Survey to F&ME Consultants, Inc.

(Next Step – execute contract with F&ME Consultants, Inc.)



COUNTY COUNCIL OF BEAUFORT COUNTY
CAPITAL PROJECTS DEPARTMENT
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

Item 4.

TO: Chairman Kraig Gordon, Beaufort County Transportation Committee
FROM: Andrea Atherton, Beaufort County Capital Projects Director
SUBJ: **Recommendation of Award to F&ME Consultants, Inc.**
IFB#121720E Roadway Pavement Condition Survey
DATE: January 15, 2021

BACKGROUND In 2016, Beaufort County advertised a solicitation to perform a Pavement Condition Survey (PCS) on the County's maintained roadway network. Beaufort County selected F&ME Consultants, Inc. to perform the work and the survey was conducted from February 2017 to June 2017. A report was provided that included information pertaining to the methodology used to perform the PCS and analysis, as well as survey results. The PCS information served as a basis for evaluating pavement maintenance and preservation methods for the roadway network, and for establishing recommendation for a five-year, fiscally constrained, pavement maintenance and preservation program.

As Beaufort County enters year 4 of the five-year program, an update is needed to continue the pavement evaluation and management program for maintenance and preservation which has proven successful to date.

BIDDER INFORMATION

On December 17, 2020, Beaufort County received twelve (12) bids for IFB #121720E, Roadway Pavement Condition Survey. An evaluation team of Beaufort County Transportation Committee members and Beaufort County employees reviewed and scored all firms. The scores can be found on the attached Evaluation Score Summary.

After a review of proposals, F&ME Consultants, Inc. ranked the highest and is deemed the most qualified for the contract.

FUNDING F&ME Consultants, Inc. proposed a fee of \$272,400. Contingency percentage to be determined by committee.

The funding for the project is Beaufort County Transportation C Funds with a current balance of **\$2,540,713.00**.

FOR ACTION Beaufort County Transportation Committee Meeting January 20, 2021.

RECOMMENDATION Staff recommends award to F&ME Consultants, Inc.

Attachments: 1. F&ME Consultants, Inc. Proposal and Fee
2. Evaluation Score Summary

Roadway Pavement Condition Survey

RFP #121720E

Summary Score Sheet

	Conzor	ERI	ESP Associates	F&ME	IMS	KCI	Kercher	MDS	Roadbotics	Stantec	Summit	Transmap
J. Fralix	82	83	72	84	76	73	90	66	70	79	68	73
A. Atherton	91	47	51	97	38	81	88	63	69	85	57	55
K. Gordon	80	44	75	96	48	40	90	30	45	88	60	50
M. McCain	88	46	50	95	33	50	90	62	42	81	33	53
	341	220	248	372	195	244	358	221	226	333	218	231

Conzor	341
ERI	220
ESP Associates	248
F&ME	372
IMS	195
KCI	244
Kercher Group	358
MDS Technologies	221
Roadbotics	226
Stantec	333
Summit	218
Transmap	231



BEAUFORT COUNTY

Proposal

ROADWAY PAVEMENT CONDITION SURVEY



RFP #121720E

DECEMBER 17, 2020

PREPARED FOR

Mr. Dave Thomas
Purchasing Director
Beaufort County
Post Office Box 1228
Beaufort, South Carolina 29901

PREPARED BY

F&ME Consultants, Inc.
1613 Paris Avenue, Suite A
Port Royal, SC 29935

CONTACT

Bryan Bauer, PE
Project Manager
bbauer@fmeconsultants.com
(843) 929-9269

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OFFER FORM

PROPOSAL AND CERTIFICATION

A. EXECUTIVE SUMMARY

F&ME Consultants, Inc. and SEPI, Inc., local Beaufort County firms, have partnered with Fugro, the world's leading automated pavement condition survey provider and geo-data specialist, to provide pavement condition survey (PCS) services and the corresponding prioritized five-year fiscally constrained pavement maintenance/preservation program. Our team is uniquely qualified to provide these services to the County and has intimate knowledge and experience working to maintain and improve pavement condition in Beaufort County.

TEAM INTRODUCTION



F&ME Consultants, Inc. (FME) is a South Carolina owned and operated engineering firm established in 1980 with a Lowcountry office in Beaufort County, headquarters in Columbia, and an operations center in Chester. For 40 years, FME has been providing geotechnical engineering, environmental consulting, materials testing, and construction services to a diverse client base that includes municipalities, counties, state and federal agencies, educational institutions, and commercial and private entities.



SEPI, Inc. (SEPI), a full-service engineering, land planning, land development, environmental, infrastructure design, geomatics, construction inspection and asset management and maintenance consultancy, with a local office in Beaufort County and headquartered in Raleigh, North Carolina. Sepi Saidi, PE founded the firm in 2001 and has transformed the organization to be a premier multi-disciplinary engineering firm ranked annually in the Engineering News-Record (ENR) Top 500 Design Firms with a mission to serve public and private clients as a trusted resource, contribute to projects that improve the quality of life in its communities, and provide a rewarding employee experience through its diverse and inclusive team culture.



Fugro is currently under contract with South Carolina Department of Transportation (SCDOT) to provide automated pavement condition surveys statewide and is the world's leading automated pavement condition survey provider and geo-data specialist; collecting and analyzing comprehensive information to help clients operate their assets in a safe, sustainable, and efficient manner. With over 50 years of experience, they offer a broad range of expertise, and a proven track record of delivering innovative customized end-to-end solutions. Fugro's solutions and advice allow clients to optimize maintenance programs and extend the life of assets.

The FME/SEPI team knows that in 2017, Beaufort County made the proactive commitment to conduct a comprehensive roadway pavement evaluation of its paved road network in order to improve the decision-making process for pavement maintenance/preservation activities. This leadership not only removed much of the subjective and random decision making relative to which roads receive maintenance/preservation, it established a decision making process based upon data with the objective of optimizing scarce available funding, while still achieving the maximum pavement quality improvement possible. Our team knows that the County desires to continue to utilize a data driven approach that optimizes scarce funding. FME was excited to work with the County in 2017 to build the foundation of this proactive data driven process that maximizes the impact of the available funding. FME would be honored to have the opportunity to continue on the path that the County set out upon in 2017. We do not assume that because we did the previous work we will be selected again. As a result, we have expanded our depth of resources and experience by including SEPI and Fugro on our team.

Because of our past experience working with the County in 2017 we have a clear understanding of the scope of work presented in the request for proposal. In the project approach to follow we have addressed how we will accomplish each of the following segments of the scope of work.

- Pavement condition survey
- Pavement maintenance and preservation options
- Prioritized five-year fiscally constrained pavement maintenance and preservation program
- Comprehensive report
- Recommendations for pavement maintenance management software

When studying the provided scope of work, we identified that the County has included the evaluation of municipal and possibly state secondary roads. This reinforces the County's proactive approach and commitment to improving the overall condition of roads in the County by establishing a data-based benchmark of these roads as well. Our team has the ability and depth of resources to successfully take on all of the roads identified in the request for proposal.

There are numerous challenges that we will successfully take on in order to create reliable and resilient pavement maintenance/preservation recommendations. One of the central and fundamental challenges is the quantity and accuracy of the pavement condition survey data. The automated pavement condition survey generates a tremendous amount of data and there must be an active method for managing and quality control of the data. FME/SEPI, in partnership with Fugro will collect, manage and provide quality control of the data. Another notable challenge will be to balance the purely data driven process with broader locally influenced objectives. Our presence in the local market will facilitate our ability to work seamlessly with the County to identify and quantify these broad objectives.

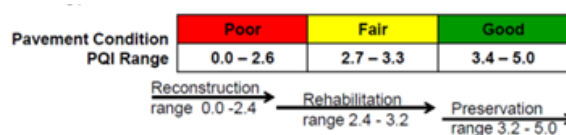
The FME/SEPI team has a vested interest in improving and maintaining the transportation infrastructure of Beaufort County and will work hard to optimize the available funding to accomplish this objective.

B. APPROACH TO THE DEVELOPMENT OF THE ROADWAY MANAGEMENT

PAVEMENT CONDITION SURVEY

The backbone of an effective and efficient pavement maintenance/preservation program is pavement condition data. Pavement condition data can be obtained manually with boots on the ground, which is expensive and time intensive, or with automated equipment. To be efficient and timely our team has elected to utilize automated equipment to collect the pavement condition data. We have selected Fugro, who is currently under contract with SCDOT to collect statewide pavement condition data with their automated equipment. Fugro is the world's leading automated pavement condition survey provider and geo-data specialist with over 50 years of experience. Fugro will utilize their Automatic Road Analyzer (ARAN), equipped with cutting edge gyroscopes, sensors, cameras, computers, and software to collect pavement condition data. In addition to collecting pavement condition data the ARAN has the ability to utilize Sony high-definition broadcast quality cameras to capture road right-of-way data and pavement images. These images will be utilized to evaluate the condition of both reflective and non-reflective pavement markings if desired. Other added benefits of utilizing the ARAN include the ability to utilize ground penetrating radar (GPR) to obtain thickness of in-place asphalt or concrete if desired. This could provide beneficial information to the County and provide valuable data for evaluating pavement preservation/maintenance options.

SCDOT utilizes Pavement Quality Index (PQI) as a means to describe the condition of their pavements. PQI provides a roadway rating ranging from zero to five. PQI takes into account pavement distresses for both asphalt and concrete paving in the form of Pavement Distress Index (PDI) and Pavement Serviceability Index (PSI) which is a function of roughness. Most distresses used in calculation of PQI are given a severity rating (Low, Moderate, High) and the PDI is calculated based on the severity and extent of distresses. PSI is a function of the International Roughness Index (IRI). Fugro will collect distresses and data pertinent to PQI and FME/SEPI will calculate the PQI using the formula currently utilized by SCDOT.



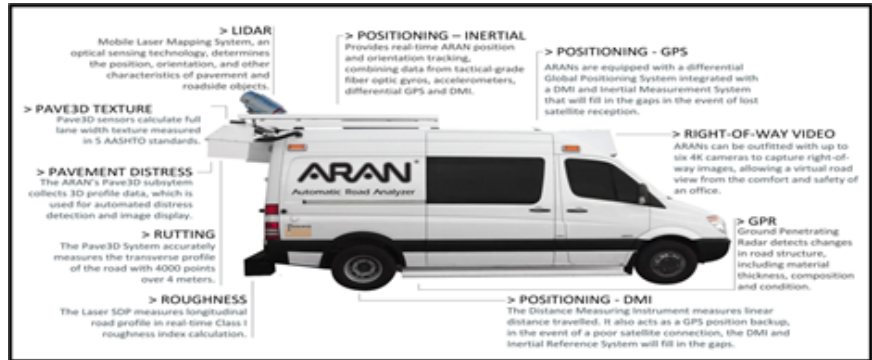
The members of our team are intimately familiar with this process due to recent past experience. Their combination of perspective, technical ability, skill and experience will be a great asset to the County. Bryan Bauer, PE, worked extensively on the five-year pavement maintenance/preservation program that is currently in progress and being implemented. As the Project Manager, Bryan has a clear understanding of the County's objective due to his past experience. As the Assistant Project Manager, Rob McFee, PE, has the benefit of many years of experience serving in an infrastructure leadership role with Beaufort County. Jay Thompson, PE, who previously served as the State Pavement Engineer for SCDOT, has a high level of skill and experience assessing/managing pavements throughout South Carolina.

Quality control of the pavement condition data provided by Fugro will be performed by manually obtaining pavement condition data on a sampling of roads and comparing this data to the automated pavement condition data provided by Fugro. Jay Thompson, PE, and Andy Whitfield, PE, both with years of hands-on experience assessing pavements, will be among the team of boots on the ground obtaining the sampling of manual pavement condition data. This process will assure that the automated pavement condition data is representative of the actual conditions in the field.

Our team will then incorporate the collected distress data and calculated PQI into an ArcGIS geodatabase. FME developed and provided the geodatabase to the County for the current in progress pavement maintenance/preservation program. The geodatabase will be formatted in a similar manner as previously provided and will display layers showing specific locations and severity level of each distress, overall PQI rating of each roadway, and the data

collection path traveled by the ARAN. Distresses and PQI ratings will be color coded based on severity or rating, respectively. Our team will work with Beaufort County to assure that the provided geodatabase can be uploaded into the County's online GIS web map.

After collection of roadway distress data and the development of PQI, our team will provide a summary of findings for the road network. We will include an overall summary of pavement quality, a breakdown of how many lane miles fall into each quality classification (very poor, poor, fair, good, and very good), a breakdown of the distress types encountered and severity. For the roads that received attention under the County's current in progress five-year pavement preservation/maintenance program a comparison of PQI will be made to show how the PQI has changed. This comparison will add considerable value and perspective for the County.

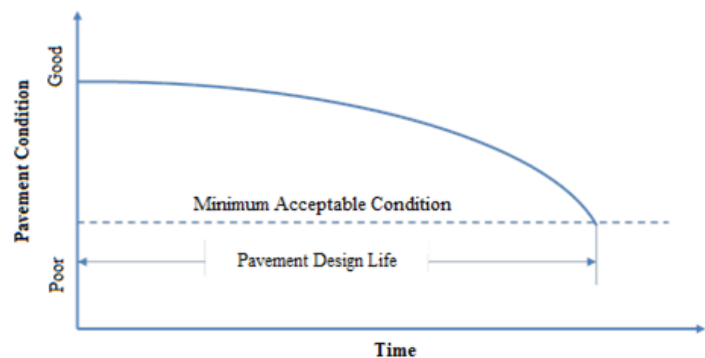


PAVEMENT MAINTENANCE AND PRESERVATION OPTIONS

Based on PQI and pavement life cycle, we will select pavement preservation/maintenance options for each road. Our team will select pavement preservation/maintenance that will improve the roadway condition and extend the pavement's serviceable life which optimizes available funding. We will accomplish this by selecting appropriate pavement preservation/maintenance options based upon the distresses recorded for each road and where it falls in the pavement life cycle curve. We will then explore possible treatment types applicable to each road based on availability in the local market and effectiveness.

Our team will use SCDOT construction cost data, including bid data from lettings, and bid data from the County as well as the team's extensive experience to develop construction cost estimate for each road. The cost estimates will include the total cost of road improvements to include the preservation treatment, any selective treatments like full depth patching of failing areas and any additional costs like line striping per County requirements.

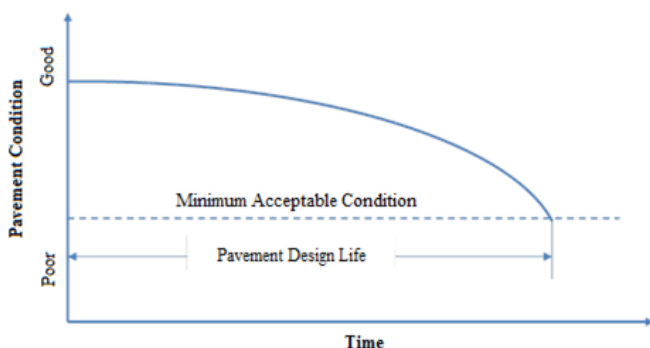
We will then conduct a cost benefit analysis and select a preferred pavement preservation/maintenance option for each road. The preferred option will be the one that results in the largest pavement life cycle increase per dollar based on the cost benefit analysis. After determining the preferred preservation maintenance option and construction estimate for each road we will prepare an initial prioritized list of roads. Roads will be prioritized based on the impact on pavement life cycle achieved by performing the selected treatment.



The data driven process used to create the initial prioritized list will be based on the cost-benefit analysis comparing the life cycle increase to the cost of treatment.

FIVE YEAR FISCALLY CONSTRAINED PAVEMENT MAINTENANCE AND PRESERVATION PROGRAM

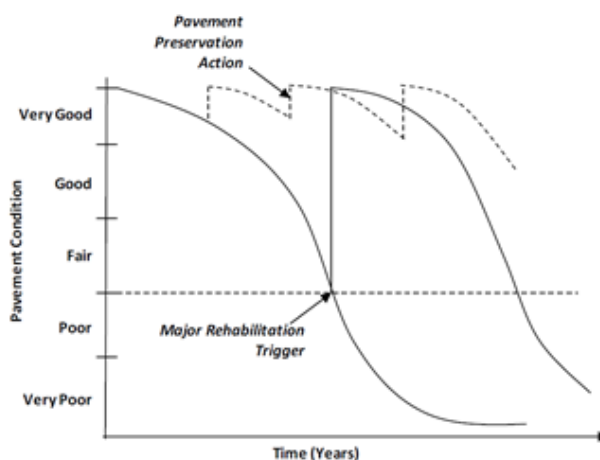
Our team knows that the County's primary objective is to develop a prioritized pavement maintenance/preservation program that is formulated to maximize the effectiveness of the available annual County Transportation Committee (CTC) funding for a five-year period. In addition, we understand that the CTC wants the prioritization to be based on objective facts and data, as opposed to purely subjective factors that may not have broad acceptance. We aim to develop a five-year fiscally constrained pavement maintenance/preservation program that will proactively improve the



Our team will work with the County to identify matrix variables beyond pavement condition and the maximum extension of pavement life cycle to further refine the order of priority. These matrix variables are often, average daily traffic (ADT), economic development, socioeconomic, location of schools and churches, and population density, just to name a few. Values for these identified matrix variables will be assigned with input from County staff for each road, and utilized to adjust and refine the order of priority.

Prioritization purely based upon pavement condition and extension of life cycle, and then refining the priority based upon broader objectives, will result in an effective program with very clear and defined objectives. The final result will be a five-year pavement maintenance/preservation program listed in order of priority with cost estimates for each project that is tailored to fit the available annual CTC funding for a five-year period.

the condition of the roads within the County and extend the life cycle of the pavement whereby optimizing available funding. FME knows this process and understands the objective because we have performed this work in the past for the County. As a local business with local teaming partner, SEPI, we have a vested interest in improving the County road network and wisely investing the available CTC funding to extend the life cycle of the County's transportation assets.



COMPREHENSIVE REPORT

At the end of our analysis our team will deliver a comprehensive report to the County. The report will include background information on pavement management and evaluation, a detailed discussion of the methodology used for data collection, methodology used for determining pavement treatment preferences and to create the five-year fiscally constrained pavement management program. In the report we will provide a prioritized five-year fiscally constrained pavement maintenance and preservation program.

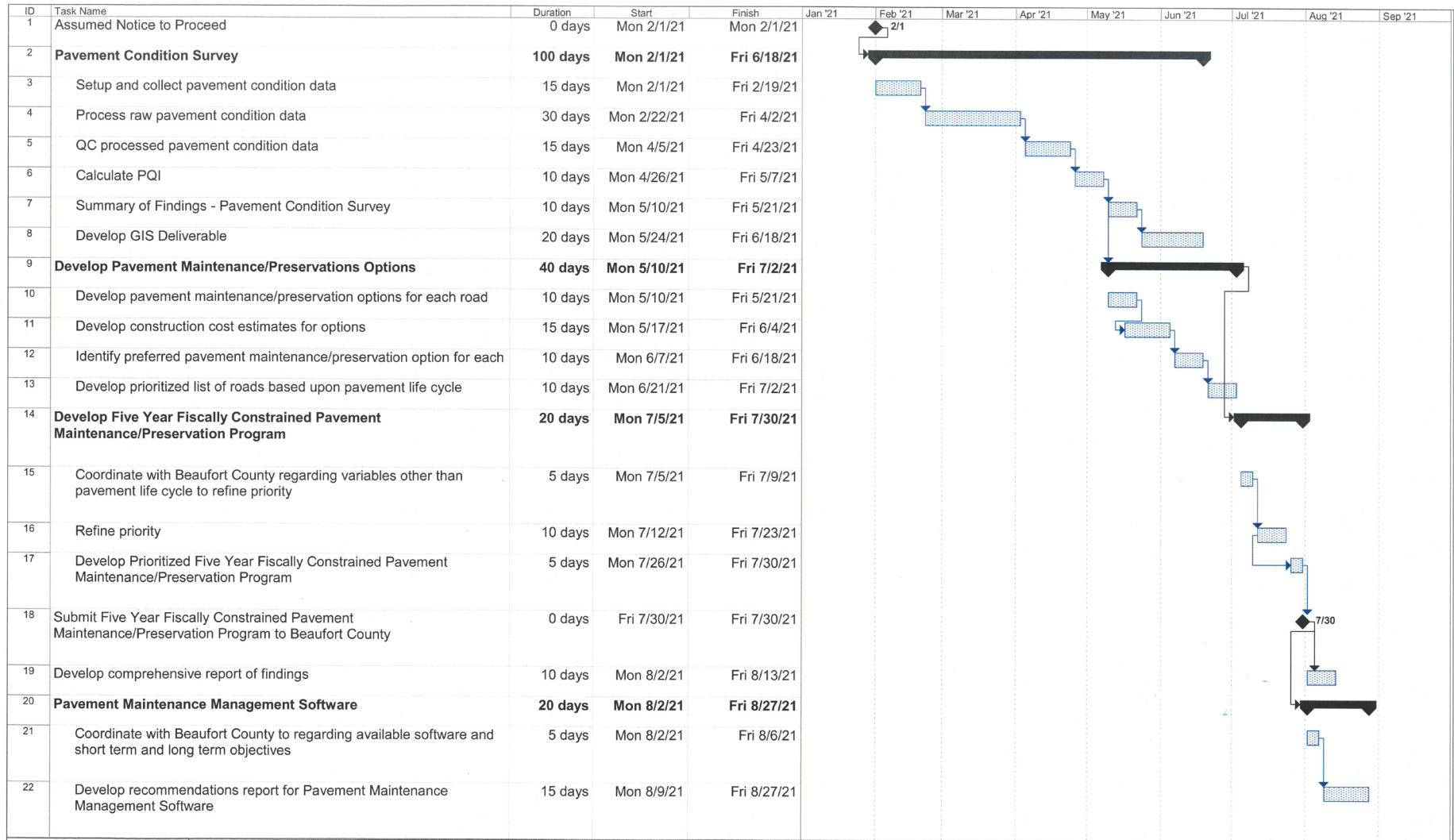
PAVEMENT MAINTENANCE MANAGEMENT SOFTWARE

Pavement maintenance management software systems can provide a consistent, repeatable, data driven solution to pavement maintenance/preservation and come in a wide array of options and configurations, but there are vast differences in the products available. Many systems can accommodate the uploading of manually or automated collected pavement condition data, create priority rankings based upon specific rating systems, and determine multi-year treatment plans based upon criteria and decision trees created by the user. Additionally, some systems have tablet applications that can be used to manually rate a road, QC collected data, or update road condition between normally scheduled data collection cycles. Selecting a software that meets the needs of the County from a technical and management perspective, as well as providing the County a clear understanding of reoccurring software operation/maintenance resource requirements is vitally important. The FME/SEPI team has the depth of experience to help Beaufort County select a management software that can be actively used and maintained, and not 'put on the shelf' in one or two years.

Having team members like Jay, Rob, and Bryan makes our team uniquely qualified to identify and recommend a pavement maintenance management software system to be utilized by the County going forward. These individuals have extensive knowledge and experience regarding pavements. As the former State Pavement Engineer for SCDOT Jay has utilized and has experience with multiple software programs, that are designed to manage pavement condition and maintenance. Rob has the benefit of many years of experience serving in an infrastructure leadership role with Beaufort County which provides unparalleled perspective that no other consultant can provide to the County. Bryan worked extensively on the previous five-year pavement maintenance/preservation program that is currently being implemented. All three have different types and levels of experience and perspective that will contribute tremendously to identifying the best software for the County.

C. WORKPLAN & SCHEDULING

The Gantt chart to follow provides tasks, durations and sequence of the work to accomplish the project approach described herein. The prioritized five-year fiscally constrained pavement maintenance and preservation program for county and municipal roads can be delivered to the County 6 months after notice to proceed. The FME/SEPI team will work with the County on identifying and recommending a pavement maintenance management software after the submission of the prioritized five-year fiscally constrained pavement maintenance and preservation program. This portion of the scope of work will extend beyond the specified 6-month time frame.

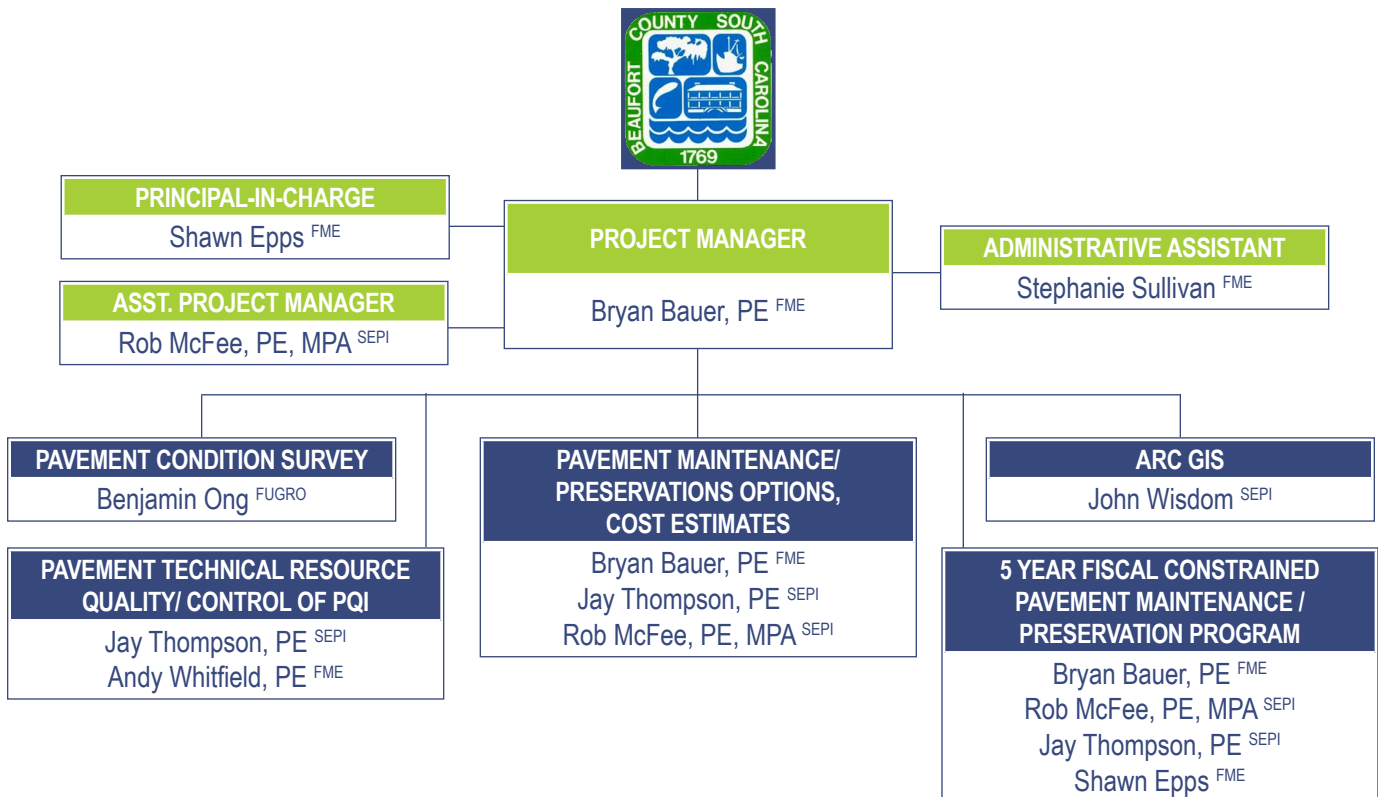


D. EXPERIENCE & QUALIFICATIONS

Our team consists of highly qualified and experienced professionals that can and will provide a high level of service to the County. The experience, skill, and perspectives of each of these individuals mesh together to provide a uniquely qualified and highly capable team.

Key factors that the County should keep in mind when evaluating our team is as follows:

- The project manager and assistant project manager are both citizens of Beaufort County and have a vested interest in improving the transportation infrastructure of Beaufort County in addition to being highly qualified.
- Benjamin Ong, of Fugro, is currently working with SCDOT providing pavement condition surveys on a statewide basis.
- Jay Thompson, PE, is the former SCDOT State Pavement Design Engineer and has assessed/implemented a wide range of maintenance/preservation recommendations for pavements throughout South Carolina.
- Bryan Bauer, PE; Rob McFee, PE; and Shawn Epps worked extensively on the development of the current Beaufort County pavement preservation/maintenance program.





BRYAN BAUER, PE

PROJECT MANAGER

Bryan will serve as Project Manager under this contract. With his experience performing pavement condition surveys (both concrete and asphalt), he will provide project management and lead the effort in completing

the pavement condition survey for Beaufort County. Bryan has a broad base of experience that includes performing geotechnical explorations, conducting pavement assessments, performing engineering calculations and design, and preparing engineering reports. Bryan worked extensively on development of Beaufort County's current in progress pavement maintenance/preservation program and is very familiar with SCDOT's Pavement Design Guidelines and Pavement Quality Index (PQI) Formula, as well as the ASTM D6433-11 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.

RELEVANT PROJECT EXPERIENCE

- ▶ **2017 Beaufort County Pavement Condition Survey** | *Beaufort County, SC*
- ▶ **Oldfield Development** | *Beaufort County, SC*
- ▶ **2017 Beaufort County Dirt Road Paving Program** | *Beaufort County, SC*
- ▶ **Waterleaf at Battery Creek** | *Beaufort County, SC*



ROB MCFEE, PE, MPA

ASSISTANT PROJECT MANAGER

As Assistant Project Manager, Rob has the benefit of many years of experience serving in an infrastructure leadership role with Beaufort County which provides unparalleled perspective that no other consultants can provide to the

County. He interfaced seamlessly with Bryan Bauer and Shawn Epps of FME during the development of Beaufort County's current in progress pavement maintenance/preservation program. Rob has developed and managed numerous roadway pavement preservation programs and as a former SCDOT Resident Engineer, he has hands on field experience with field implementation of multiple pavement maintenance/preservation techniques.

RELEVANT PROJECT EXPERIENCE

- ▶ **Beaufort County Dirt Road Paving Program** | *Beaufort County, SC**
- ▶ **Pavement Maintenance Program (Resident Maintenance Engineer)** | *Beaufort County, SC**
- ▶ **Full Depth Reclamation/Full Depth Patching Program** | *Beaufort Colleton and Jasper County, SC**
- ▶ **Pavement Maintenance Program (Director of Engineering and Infrastructure)** | *Beaufort County, SC**

F&ME CONSULTANTS, INC.

EXPERIENCE HIGHLIGHTS

- 7 years of experience
- B.S. in Civil Engineering
- Professional Engineer South Carolina (#36270)

CERTIFICATIONS

SCDHEC Erosion Prevention & Sediment Control Inspector

SCDOT Asphalt Roadway Technician; Earthwork and Base Course Technician; Nuclear Gauge Hazmat

TRAININGS

NHI Asphalt Pavement Preservation Treatment Series (Modules A-K)

USDOT & IATA HAZMAT

SEPI

EXPERIENCE HIGHLIGHTS

- 33 years of experience
- Master of Public Administration
- B.S. in Civil Engineering
- Professional Engineer South Carolina (#16229)
- Former SCDOT Resident Construction & Maintenance Engineer
- Former Beaufort County Director of Public Services
- Former Beaufort County Division Director of Engineering, Construction, and Facilities

**personal experience with previous employer*



JAY THOMPSON, PE

PAVEMENT TECHNICAL RESOURCE

Jay Thompson's experience serving as the SCDOT State Pavement Design Engineer provides him with unparalleled experience, skill, knowledge and perspective relative to maintenance/preservation of pavements. He has extensive experience with pavement design and pavement asset management in South Carolina. He has been responsible for pavement design and construction support on numerous notable projects including design-build and bid-build widenings, reconstruction, and preservation of the interstate system in South Carolina. His pavement design and construction experience coupled with his knowledge and experience assessing and managing pavement condition on a statewide basis make him an important member of the team.

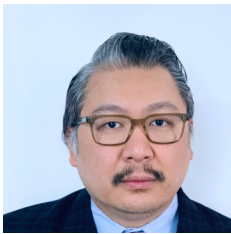
RELEVANT PROJECT EXPERIENCE

- ▶ **Pavement Condition Survey Data Collection 2020** | *Wake Forrest, NC*
- ▶ **Pavement Condition Survey 2020** | *Pembroke, NC*
- ▶ **Support for Statewide Full Depth Reclamation/Resurfacing/Preventative Maintenance Programs SCDOT 2014-2020** | *Various Locations, SC*
- ▶ **Cold-In-Place Recycling Pavement Design Value Engineering** | *US 123 Clemson, SC*

SEPI, INC.

EXPERIENCE HIGHLIGHTS

- 16 years of experience
- M.S., Civil Engineering
- B.S., Civil Engineering
- Professional Engineer South Carolina (#27041)
- Previously served as SCDOT State Pavement Design Engineer
- SCDOT Interstate System (2014-2020)– Preventative Maintenance
- Previously served as SCDOT Resident Construction Engineer in Lexington



BENJAMIN ONG

PAVEMENT CONDITION SURVEY

Ben currently serves as the project manager for Fugro's pavement condition survey contract with SCDOT. As a result, he is intimately familiar with the practices and procedures that SCDOT utilizes to arrive at pavement quality index (PQI) for roads in South Carolina. Ben has 9 years of experience with pavement and asset data collection, pavement engineering, Geographic Information Systems (GIS), spatial data solutions, and data analysis. He has in-depth knowledge of Pavement Management System (PMS)s; both commercial and in-house software applications. Ben has been involved in many aspects of roadway condition data collection projects including data processing and analysis and database querying and maintenance. His broad base of knowledge and experience include the use of lidar for asset inventory and condition assessment and 3D Laser Crack Measurement System (LCMS) data collection, analysis, and pavement rating as part of a joint study with the University of Texas Center for Transportation Research.

RELEVANT PROJECT EXPERIENCE

- ▶ **SCDOT Professional Pavement Data Collection Services 2018-2022** | *Statewide, SC*
- ▶ **NMDOT Pavement Condition Data Collection 2018-2022** | *Statewide, NM*
- ▶ **Ramp Inventory, Pavement Condition Survey and Analysis 2018-2020** | *City of Los Angeles, CA*
- ▶ **MDOT Network Level Semi-Automated Pavement Surface Condition Surveys 2012-2018** | *Statewide, MI*

FUGRO

EXPERIENCE HIGHLIGHTS

- 9 years of experience
- Graduate Certificate (GIS)
- B.A. Sc. in Environmental Engineering
- Currently serves as the Project Manager for Fugro's pavement condition survey contract with SCDOT



ANDY WHITFIELD, PE

PAVEMENT TECHNICAL RESOURCE

Andy has 18 years of experience that includes hands on assessment of pavements and their subgrades as well as pavement design. Andy's broad base of experience also includes a range of geotechnical services, from preliminary

design through completion of the construction phase. He has performed subsurface investigations, conducted materials laboratory testing, developed geotechnical design recommendations, authored geotechnical reports, and performed quality assurance/quality control inspections and testing on projects Statewide.

F&ME CONSULTANTS, INC.

EXPERIENCE HIGHLIGHTS

- 18 years of experience
- B.S. in Civil Engineering
- Professional Engineer South Carolina (#25934)

RELEVANT PROJECT EXPERIENCE

- ▶ **2017 Beaufort County Dirt Road Paving** | *Beaufort County, SC*
- ▶ **Oldfield Development** | *Beaufort County, SC*
- ▶ **Riverview Road Improvements Pavement Exploration** | *York County, SC*
- ▶ **2019 & 2018 Allendale County CTC Paving** | *Allendale County, SC*



SHAWN EPPS

PRINCIPAL-IN-CHARGE

Shawn, Vice President of FME, will serve as Principal-in-Charge under this contract and will provide broad project oversight and administration. Shawn worked on development of Beaufort County's current in progress pavement maintenance/preservation

program and interfaced directly with Beaufort County staff and CTC board members to assure that FME's work product met the County's objectives. He will assist with contract negotiations and confirm that the teamwork effort is consistent with the County's objectives. With 25 years of civil design, structural design, and project management experience, he has managed projects from a design, construction, and financial perspective for clients ranging from local governments to private developers. Shawn's knowledge of the design and management of public transportation projects has provided him with the skills necessary to keep projects on time and within their budgets. His ability to clearly communicate with clients and staff and develop concise project goals and budgets make him an asset to any project.

F&ME CONSULTANTS, INC.

EXPERIENCE HIGHLIGHTS

- 25 years of experience
- B.S. in Civil Engineering

RELEVANT PROJECT EXPERIENCE

- ▶ **2017 Beaufort County Pavement Condition Survey** | *Beaufort County, SC*
- ▶ **Spanish Moss Trails** | *Beaufort County, SC*
- ▶ **Bluffton 5A Flyover** | *Beaufort County, SC*
- ▶ **2018 Beaufort County Penny Program Management** | *Beaufort County, SC*

SIMILAR PROJECT EXPERIENCE & REFERENCES

Our Team has a clear understanding of the scope of services to be provided to meet the County's objectives. We offer the County unparalleled project experience, key personnel qualifications, and local expertise.

F&ME CONSULTANTS, INC.

PAVEMENT CONDITION SURVEY | Beaufort County, SC

2017

Kraig Gordon | CTC Chairman | Beaufort County | (843) 757-8719 | kgordon@gordonconst.com

FME was hired by Beaufort County to collect physical data on the paved roads in the County and develop a five-year fiscally constrained pavement management program. FME accomplished this by teaming with Data Transfer Solutions, LLC (DTS) to perform a Pavement Condition Survey on the County's maintained roadway network. Using a mobile asset collection (MAC) vehicle, DTS collected physical data on the paved roads and established a Pavement Condition Index (PCI) on approximately 204 centerline miles of roadway specified by the County. The survey was conducted using the International Roughness Index (IRI) and a surface profiling system manufactured by International Cybernetics Corporation (ICC).

FME then analyzed the data, utilizing SCDOT's methodology, and assigned a Pavement Quality Index (PQI) rating to each roadway segment. The resulting PQI and Average Daily Traffic (ADT) count for each segment was used to establish a priority ranking order for the pavement management program. As a quality assurance effort, FME conducted a manual field investigation of a sample of roads to assess the accuracy of the electronic measurements obtained by the MAC.

The five-year, fiscally constrained pavement management program recommended by FME has been approved and accepted by Beaufort County and is being implemented by the Beaufort County Transportation Committee (CTC). The program includes pavement preservation, maintenance techniques and cost estimates.

OLDFIELD DEVELOPMENT | Beaufort County, SC

In-Progress

Frank O'Sullivan | Oldfield Community Association | (843) 645-4600 | frankosullivan47@aol.com

FME performed a pavement exploration to determine the existing asphalt and graded aggregate base course (GABC) thicknesses at locations within Oldfield Club in Okatie, South Carolina. The reason for the exploration was that the ownership of the roadway system was about to pass from the developer to the Oldfield Community Association, and the Association wanted to determine if the pavement met design details.

FME's exploration consisted of cutting asphalt cores along the alignment of the Club's road system and measuring them for thickness. Using this data and field observations, FME recommended a maintenance program that will extend the life of the pavement, to include patching of failing areas, grass removal for drainage improvement, stabilizing utility trenches and/or sunken areas, seal coating and crack seal of the roadway, and hot mix asphalt overlay.

FME was then retained to prepare special provisions and technical specifications for pavement repair and improvements to three roadways within the subdivision – Colonel Hazzard Road, Rice Mill Road, and Wigg's Lane. Improvements consisted of full-depth patching of deficient areas, milling of tie-ins to existing drives and intersecting streets, hot mix asphalt resurfacing, and installation of asphalt rejuvenation course. During construction, FME provided contract administration, materials testing, and observation on an on-call basis. FME has been engaged to help administer annual resurfacing and pavement programs since inception.

Dirt Road Paving | Beaufort County, SC

2017

Andrea Atherton | Capital Improvements Manager | Beaufort County | (843) 255-2693 | aatherton@bcgov.net

FME performed on-call construction observation and documentation during Beaufort County's Dirt Road Paving Program 50A, which includes three roads for a total length of 2.4 miles. FME provided a Senior Project Manager to attend the pre-construction meeting and final inspection for each roadway, as well as SCDOT-certified inspectors to observe the contractor's grade work and placement of asphalt surface course.

Beaufort County is currently underway with Dirt Road Paving Program 51A. This program includes the paving of four roads totaling 1.6 miles. FME was part of the selected design-build team for the project. FME was responsible for providing geotechnical explorations and reports for each roadway in the program. FME will be providing on-call testing and inspection during construction of each roadway.

SEPI, INC.

PAVEMENT CONDITION SURVEY DATA COLLECTION 2020 | Wake Forest, NC

Ongoing

Jonathan Jacobs, PE, Transportation Engineer | Town of Wake Forest | (919) 435-9441 | jjacobs@wakeforestnc.gov

SEPI provided all labor, equipment, and engineering supervision necessary to conduct a PCS for all asphalt pavement street segments within the corporate limits of the Town. This consisted of all owned/maintained streets by the Town which was over 100 centerline miles. SEPI also provided QA/QC through field inspection and follow-up throughout the project. The Long-Term Pavement Performance (LTPP) PCS Rating Method recommended by the FHWA was used to collect the following distresses: structural (alligator) cracking, transverse cracking, block cracking, patching/potholes, surface defects (raveling), rutting/roughness, and reflecting cracking. All data was collected and compiled into a comprehensive summary report that provided a PCI Rating for each street segment and an overall PCI Rating for the whole street system. SEPI utilized the results of the pavement condition survey to develop a total pavement management plan (preventative maintenance, pavement preservation, pavement rehabilitation and reconstruction) for the Town. Recommended maintenance activities blended treatment applications from each of the plan components in a manner that improved the overall condition of the Town's streets while maximizing available funding.

PAVEMENT CONDITION SURVEY | Pembroke, NC

2020

Tyler Thomas, Town Manager | Town of Pembroke | (910) 521-9758 | tyler@pembrokenc.com

SEPI provided all labor, equipment, and engineering supervision necessary to conduct a PCS for the Town's street system and developed maintenance recommendations for treatments on each street. SEPI evaluated and collected distress data for 144 street segments. The Long-Term Pavement Performance (LTPP) PCS Rating Method recommended by the Federal Highway Administration (FHWA) was used to collect the following distresses: fatigue cracking, transverse cracking, block cracking, patching/potholes, raveling/oxidation, and rutting/roughness. All data was collected and compiled into a comprehensive summary report that provided a PCI Rating for each street segment and an overall PCI Rating for the whole street system. To preserve pavement and improve the overall condition of Town roads, SEPI recommended a mix of rehabilitation and preventative maintenance activities as the "best fit" pavement management plan for the Town. As a deliverable, SEPI developed recommendations for the Town's 2020-21 Pavement.

PAVEMENT CONDITION SURVEY + CAPITAL IMPROVEMENT PLAN | Franklinton, NC

2019

Greg Bethea, Town Manager | Town of Franklinton | (919) 494-2520 | gbethea@franklintonnc.us

SEPI was selected by The Town of Franklinton to conduct a pavement condition survey (PCS) on the Town's street system and to develop a pavement management plan. A one-week schedule was set to ride the roads for collecting data and data input. The work was completed in less than three days. Ratings were given to each road (based on the data) from poor to good. Both rehabilitation and preventive maintenance options were proposed by SEPI. Maintenance strategies and priorities were discussed with the Town. SEPI developed three Capital Improvement Plan options for the Town streets utilizing different treatment options and overlays.

FUGRO

SCDOT PROFESSIONAL PAVEMENT DATA COLLECTION SERVICES | Statewide, SC

Ongoing

Chad Rawls, PE, Pavement Management Engineer | SCDOT | (803) 737-1469 | rawlsc@scdot.org

Fugro conducted automated pavement management data collection for over 38,000 lane miles of roadways in South Carolina for the Department of Transportation since 2018. Each year Fugro collects approximately one half of the state's pavement network which includes interstate, primary, and secondary routes. The project includes providing right of way images from multiple front viewing cameras delivered as stitched a panoramic image.

CITY PROFESSIONAL PAVEMENT DATA COLLECTION SERVICES | San Jose, CA

Ongoing

Frank Farshidi, Ph.D., PE, Division Manager | City of San Jose, CA | (408) 794-1945 | frank.farshidi@sanjoseca.gov

Fugro conducted automated pavement condition evaluations for the City's 2800-mile road network using the ARAN. Fugro utilized the City's roadway segment GIS file to create a routing package for data collection, enabling all collected pavement condition data to be linked to the City's GIS system. Collected data included ROW and pavement images, roadway distresses according to ASTM D6433, and dual-wheel path roughness data to International Roughness Index (IRI) standards. Using the ARAN collected ROW data, Fugro located and characterized over 30,000 ADA ramps in the City. This data was used to create a City-wide ADA ramp GIS inventory and served as a guide for on-site field compliance measurements at all locations.

CITY PROFESSIONAL PAVEMENT DATA COLLECTION SERVICES | Missouri City, TX

2019

Shashi Kris Kumar, PE, Public Works Director | City of Missouri, TX | (281) 403-8579 | shashi.kumar@missouricitytx.gov

Fugro conducted automated pavement condition evaluations for the City's 600-mile road network using the ARAN. Prior to conducting the pavement condition survey, Fugro utilized the City's roadway segment GIS file to create a routing package for data collection, enabling all collected pavement condition data to be linked to the City's GIS system. Collected data included ROW and pavement images, roadway distresses according to ASTM D6433, and dual-wheel path roughness data to International Roughness Index (IRI) standards. Using the roadway distress data, Fugro calculated a Pavement Condition Index (PCI) score for all road sections and developed a 5-year treatment workplan for the City.

E. EXCEPTIONS & CLARIFICATIONS

1. As shown in the included Gantt chart schedule the FME/SEPI team will submit the prioritized five-year fiscally constrained pavement preservation plan for county and municipal roads to the County 6 months from the notice to proceed. Recommendations and deliverables regarding the pavement maintenance management software will be submitted no more than 1 month after the submission of the prioritized five-year fiscally constrained pavement preservation plan.
2. The collection of pavement condition data on Daufuskie Island will not be obtained utilizing automated equipment due to the risk of transporting the automated equipment to the Island. This pavement condition data will be collected manually.
3. Fee proposal for county/municipal roads is based upon a minimum of 240 centerline miles of roads.
4. Fee proposal for SCDOT Secondary Routes is based upon a minimum of 390 centerline miles of roads.



FORMS





Beaufort County

Purchasing Department

Offer Form

Request for Proposal Title: Roadway Pavement Condition Survey

RFP Notice Number: 121720E

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to Beaufort County a RFP that contains all terms, conditions, specifications and amendments in the Request for Proposal (RFP) issued by the County listed above. Any exception to the terms contained in the RFP must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the terms and conditions contained in this RFP.

Consultant (Firm) Name: F&ME Consultants, Inc.

Federal Tax ID Number: 61-1725606

Mailing Address: PO Box 5855

City, State, Zip Code: Columbia, SC 29250

Telephone Number: (803) 254-4540

Fax Number: (803) 254-4542

E-Mail Address: sepps@fmeconsultants.com

Shawn C. Epps
Authorized Signature

Shawn Corey Epps, Vice President
Printed Name and Title

Date 12/16/2020



PROPOSAL AND CERTIFICATION

RFP NO. 121720E

PAGE 1 of 3

Addendum No. 1 Dated 11/20/20 Addendum No. Dated
Addendum No. 2 Dated 12/4/20 Addendum No. Dated

The undersigned F&ME Consultants, Inc. having carefully examined the
(Name of Consultant / Firm)
Information contained in the Beaufort County RFP Number # 121720E
Dated December 16, 2020, proposes to provide engineering and consulting services to Beaufort County Government, as outlined in this RFP.

In compliance with the Request for Proposals # 121720E, and subject to all conditions thereof, the undersigned agrees:

- (a) This RFP, as stated, is open for acceptance for a period of 90 calendar days from the date of opening; and
- (b) To furnish all services, materials, and equipment necessary and incidental to perform the subject services.

CERTIFICATION

State whether or not your company has been involved in any litigation within the past five (5) years, arising out of your performance by indicating

YES OR NO

(If you indicated "YES", explain fully in a separate attachment)

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES OR NO

(IF "YES" GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE IN A SEPARATE ATTACHMENT)

RFP NO. 121720E

PAGE 2 of 3

This RFP is submitted for use in connection with and in response to Beaufort County RFP # 121720E. This is to certify, to the best of my knowledge and belief, that the information summarized herein are complete, current, and accurate as of December 16, 2020 ~~2019~~, and that a financial accounting capability exists to fully and accurately account for the financial transactions under this project.

This RFP is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a RFP for the same service and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

Signature of Consultant's Representative authorized to enter into contract with Beaufort County Council:

FIRM NAME: F&ME Consultants, Inc.

BY: Shawn C. Epps DATE: 12/16/2020
(Signature)

TYPE/PRINT: Shawn Corey Epps, Vice President
(Name) (Title)

ADDRESS: 1825 Blanding Street / PO Box 5855 (29250)
(Street Address and/or P. O. Box Number)

Columbia SC 29201
(City) (State) (Zip Code)

PHONE: (803) 254-4540 FAX: (803) 254-4542
(Area Code) Phone Number (Area Code) Fax Number

EMAIL: sepps@fmeconsultants.com

FEDERAL ID#: 61-1725606 S.C. TAX #: _____

RFP NO. 121720E

PAGE 3 of 3

IS YOUR FIRM: 1.SOLE PROPRIETORSHIP YES NO
 2. PARTNERSHIP YES NO
 3. CORPORATION YES NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:
 N/A

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:
 N/A

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:
 F&ME Consultants, Inc.

IS THIS FIRM A MINORITY, OR WOMAN-OWNED BUSINESS ENTERPRISE?

YES NO IF YES, SPECIFY: MBE WBE

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? YES NO

IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____

LITIGATION HISTORY

F&ME CONSULTANTS, INC. (FME)

The following is FME's litigation history over the past five years:

Parties Involved: Fountain Pointe Property Owners Association Inc, plaintiff, et al VS Tangent Development LLC, defendant, et al

Geographical Location: Horry County, SC

Current Status: Settled in Mediation in 2017

General Narrative of the Subject of the Lawsuit: FME Consultants, Inc. was a named defendant in a construction defect case

Parties Involved: Barnwell VS SCDOT, Site-Prep, FME, et al

Geographical Location: Hampton County, SC

Current Status: Settled 2020

General Narrative of the Subject of the Lawsuit: A pedestrian was injured on a project construction site where FME was performing work.

Parties Involved: Fairfield Commerce Center VS Wiley Easton Construction

Geographical Location: Fairfield County, SC

Current Status: Active – In Mediation

General Narrative of the Subject of the Lawsuit: Third party defendant in a construction dispute.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. Eric Boyette
SECRETARY

November 17, 2020

Mr. James S. Kelleher
Controller
F & ME Consultants
3112 Devine Street,
Columbia, SC 29205

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/19

Dear Mr. Kelleher:

North Carolina DOT has reviewed the FYE 12/31/19 Indirect Cost Schedule as completed by Markham and Associates PC and certification of Final Indirect Costs.

The following rates have been approved for FYE 12/31/19:

Home Rate 250.18% Field Rate 158.50% Cost of Capital Rate 1.132%

North Carolina DOT approved these rates after performing a Risk Assessment.

Acceptance of your overhead rates does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7. NCDOT retains the right to audit the above rates or adjust them should a cognizant approval occur after this date. This approval letter was prepared for, and is intended for the use of NCDOT and its sub-recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 180 days of the end of the firm’s fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at 919-707-4582 or by e-mail at lwraynor@ncdot.gov.

Sincerely

Lonnetta Raynor, Manager
Consultant, Utility, Rail and Turnpike

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL C.U.R.T
1507 MAIL SERVICE CENTER
RALEIGH, NC 27699-1507

Telephone: (919) 707-4582
Fax: (919) 715-2710
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON
STREET RALEIGH, NC 27601

EXHIBIT G – FEE PROPOSAL

Pavement Condition Survey – RFP 121720E

Proposer: F&ME Consultants, Inc. Date: 12/16/2020

- 1. Pavement condition survey, pavement quality indexing (PQI) and summary of findings. Beaufort County and Municipal roadways ONLY.

\$ 147,700.00

- 2. Evaluate roadway pavement maintenance and preservation methods for all roads and prepare a roadway priority list. Beaufort County and Municipal roadways ONLY.

\$ 57,400.00

- 3. Establish a five-year fiscally restrained pavement maintenance and preservation program. Beaufort County and Municipal roadways ONLY.

\$ 67,300.00

ALTERNATE COSTS:

Pavement condition survey, pavement quality indexing (PQI) and summary of findings. SCDOT Secondary Routes ONLY.

Alternate A1: To be completed concurrent with Beaufort County and Municipal roadways

\$ 335,500.00

Alternate A2: To be completed within 175 calendar days after Beaufort County and Municipal roadways are complete.

\$ 271,400.00

EXHIBIT G – FEE PROPOSAL
Pavement Condition Survey – RFP 121720E

Proposer: F&ME Consultants, Inc. Date: 12/16/2020

Alternate B: Evaluate condition of pavement markings and RPM’s on Beaufort County and Municipal roads Only. Per item #9 Scope of Services.

\$ 60,300.00

Fee Proposal: Include a summary of hourly rates and reimbursable costs. ***DO NOT submit Fee Proposal(s) with Electronic Proposal Response. It must be a separate electronic file. The fee proposal will not be part of the ranking.***



**Hourly Rates
2020 - 2021**

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$200
Project Manager.....	\$175
Assistant Project Manager	\$180
Senior Pavement Technical Resource	\$195
Pavement Technical Resource	\$185
GIS.....	\$155
Clerical/Administrative.....	\$65



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB #120820E Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator (\$201,366)
MEETING NAME AND DATE:
County Council – February 22, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (5 mins)
ITEM BACKGROUND:
<p>A Pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the following roads were identified in the year 4 paving plan for asphalt rejuvenator:</p> <ol style="list-style-type: none">1. Bluffton Parkway – Buckwalter Parkway to Buck Island Road2. Buckwalter Parkway – Fording Island Road to May River Road <p><i>Item was approved at the County Transportation Committee Meeting on January 20, 2021.</i></p> <p><i>Item was approved at the Public Facilities Committee meeting on February 16, 2021.</i></p>
PROJECT / ITEM NARRATIVE:
On December 08, 2020, Beaufort County received one bid for IFB #120820E, Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator from Pavement Technology, Inc. Analysis of the bid submitted revealed no apparent cause of rejection. Technology, Inc.
FISCAL IMPACT:
Pavement Technology, Inc. grand total including alternate is \$191,777.00 . With a 5% contingency of \$9,588.00 the total project cost is \$201,366.00 . The funding for the project is Beaufort County Transportation C Funds with a current balance of \$2,540,713.00 .
STAFF RECOMMENDATIONS TO COUNCIL:
Staff Recommends the award of IFB #120820E to Pavement Technology, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award for IFB #120820E Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator to Pavement Technology, Inc. (Next Steps – execute contract with Pavement Technology, Inc.)



COUNTY COUNCIL OF BEAUFORT COUNTY
CAPITAL PROJECTS DEPARTMENT
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

Item 5.

TO: Chairman Kraig Gordon, Beaufort County Transportation Committee
FROM: Andrea Atherton, Beaufort County Capital Projects Director
SUBJ: **Recommendation of Award to Pavement Technology, Inc.**
Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator IFB #120820E
DATE: January 15, 2021

BACKGROUND A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the following roads were identified in the year 4 paving plan for asphalt rejuvenator:

1. Bluffton Parkway – Buckwalter Parkway to Buck Island Road
2. Buckwalter Parkway – Fording Island Road to May River Road

An Engineer's estimate was prepared based on the costs of the completed Beaufort County Road Resurfacing Year 3 project. A summary of the estimate is as follows:

Total Estimated Project Cost: \$477,000.00

BIDDER INFORMATION

On December 08, 2020, Beaufort County received one bid for IFB #120820E, Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator from Pavement Technology, Inc. Analysis of the bid submitted revealed no apparent cause of rejection. Technology, Inc.

FUNDING Pavement Technology, Inc. grand total including alternate is **\$191,777.00**. With a 5% contingency of **\$9,588.00** the total project cost is **\$201,366.00**.

The funding for the project is Beaufort County Transportation C Funds with a current balance of **\$2,540,713.00**.

FOR ACTION Beaufort County Transportation Committee Meeting January 20, 2021.

RECOMMENDATION Staff recommends award to Pavement Technology, Inc.

Attachments: 1. Pavement Technology, Inc. Bid Tab
2. Beaufort County Engineer's Estimate

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 5.



Project Name:	Beaufort County Road Resurfacing Year 4 Asphalt Rejuvenator
Project Number:	IFB 120820E
Project Budget:	
Bid Opening Date:	8-Dec-20
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Pavement Technology Inc.	X	X	X	X		X	\$191,776.84

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder

BID DOCUMENTS
BEAUFORT COUNTY ROAD RESURFACING YEAR 4
ASPHALT REJUVENATOR

IFB #120820E



Prepared by: Beaufort County Capital Projects

Dated: October 26, 2020

Bid Due Date: December 08, 2020 at 3:00 pm

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

To register with the County go to www.beaufortcountysc.gov and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Invitation for Bid will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this IFB document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. Each submission must be inclusive of all required forms. If it is necessary to have more than one upload, pricing and signed acknowledgements, etc. are to be in the first upload and the MSDS should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at **844-802-9202** or cservice@vendorregistry.com.

COUNTY COUNCIL OF BEAUFORT COUNTY

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



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

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

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

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

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

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

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

Beaufort County Government

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

Rev 12-14



ORIGINAL

THIS IS NOT AN ORDER

***Bids received after the time specified for opening cannot be considered.**

***ONE ELECTRONIC COPY TO BE SUBMITTED BY EACH BIDDER**

Dates Advertised: October 26, 2020

 <p style="text-align: center;">INVITATION FOR BID (IFB)</p>	FORMAL SEALED BID (X) REQUEST FOR QUOTE ()	
	We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.beaufortcountysc.gov and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid.	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;">December 08, 2020</p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on envelope) <p style="text-align: center;">IFB #120820E</p>	
LOCAL TIME – THEN PUBLICLY OPENED IF SEALED BID BID TITLE: Beaufort County Roads Resurfacing Year 4 – ASPHALT REJUVENATOR		
PREBID CONFERENCE: A Non-Mandatory conference will be held on November 17, 2020 at 1:00 pm virtually through Webex. This is a Non-Mandatory meeting; all interested bidders are encouraged to attend. Please send your email address to David Thomas at dthomas@bcgov.net for the Webex invitation.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dthomas@bcgov.net At least 10 calendar days before bid opening. E-Mail is the preference for submitting questions
VENDOR NAME Pavement Technology, Inc.	REASON FOR NO BID N/A	
VENDOR MAILING ADDRESS 24144 Detroit Road	AMENDMENT NUMBER(S) RECEIVED: 1	
CITY-STATE-ZIP CODE Westlake, OH 44145	S.C. TAX NO. 101912110	
TELEPHONE NUMBER 440-892-1895 TOLL FREE NUMBER 800-333-6309 FAX NUMBER 440-892-0953	FEDERAL I.D. OR SOCIAL SECURITY NO. 34-1108308	
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) Susan J. Durante, Secretary/Treasurer	
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00		

BID ACCEPTANCE AND DELIVERY (Bid prices must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ___ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ___ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than one hundred and twenty (120) days after issue date of purchase order. The Beaufort County Engineer's Office or any other Beaufort County Department at their option shall be eligible for use of any contract awarded pursuant to this solicitation. **Important** If you consider these specifications as restrictive, see General Provisions, Paragraph #20, and **DISCREPANCIES**. Discount will be allowed as follows: Thirty (30) - calendar days ___ percent.

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PROJECT SUMMARY- BEAUFORT COUNTY ROAD RESURFACING – YEAR 4
ASPHALT REJUVENATOR

IFB #120820E-Beaufort County Road Resurfacing Projects – Year 4 Asphalt Rejuvenator

Project Descriptions

1. Bluffton Parkway – Buckwalter Parkway to Buck Island
2. Buckwalter Parkway – Fording Island to May River Road

Scope of Work

3. Prepare and submit SCDOT Encroachment Permit Applications and secure encroachment permit for each road that intersects SCDOT roadways. Closeout encroachment permits.
4. Provide Traffic Control throughout ALL activities.
5. Provide cleaning and edge preparations for all roads to be resurfaced. Remove clippings from road and shoulder and dispose of off-site.
6. Provide advance public notifications for all road activities and lane closures.
7. When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their activities with that municipality so as to avoid disruptions to the contractors operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.

Contact Information:

1. Bryan McIlwee, Town of Bluffton Engineer: bmcilwee@townofbluffton.com,
 - a. 843-706-7824

Clarifications

1. Lengths of roads included on the exhibits are **approximate only**. Bidders are responsible for determining all quantities of work.
2. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects.
3. Past experience has shown that with careful planning daytime work may be successfully performed on high volume roads; HOWEVER, the owner reserves the prerogative to require NIGHT TIME work on roads in this contract based on prevailing traffic conditions, contractor performance, etc. No additional payment will be made if it is determined that nighttime work is in the best interests of the public.

Project Administration:

Beaufort County Capital Projects
2266 Boundary Street
P.O. Drawer 1228
Beaufort, SC 29901-1228

Contract Type:

Lump sum.

Contract Time:

1. Contractor shall complete all work by June 30, 2021. Notice to proceed shall be issued no later than February 15, 2021.
2. Liquidated Damages shall be \$400 per calendar day.

BID INVITATION
BEAUFORT COUNTY ROADS RESURFACING YEAR 4
ASPHALT REJUVENATOR
IFB #120820E

Sealed bids submitted via Vendor Registry will be received electronically until 3:00 p.m. December xx, 2020 at which time responses to this request will be recorded in the presence of one or more witnesses in the Purchasing Department, 106 Industrial Village Road, Bldg. #2, Beaufort, South Carolina for:

A Non-Mandatory prebid conference will be held on **December 8, 2020** at 1:00 pm virtually through Webex. This is a Non-Mandatory meeting; all interested bidders are encouraged to attend. Please send your email address to David Thomas at dthomas@bcgov.net for the Webex invitation.

Bid documents are available on the Beaufort County Web Site at www.beaufortcountysc.gov. To obtain these documents you must be a registered vendor with Beaufort County. The contact phone number for the Engineering Department is 843- 255-2700.

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

All Bids shall be accompanied by a Bid Bond drawn in favor of the Beaufort County Treasurer of Beaufort County, Beaufort, South Carolina, in the amount of at least five percent (**5%**) of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for Beaufort County, South Carolina. Each bond shall be equal one hundred percent (**100%**) of the contract amount. A copy of the Bid Bond or Certified Check must be electronically sent with your bid documents through Vendor Registry. The original Bid Bond or Certified Check must be received by the Purchasing Department within 10 days after the bid due date. Failure on the bidder's part to provide a copy of the Bid Bond or Certified Check by the Bid closing date and time will be considered as a nonresponsive bid and rejected by the County. The Bid Bond shall be forfeited to the **County Council of Beaufort County, South Carolina** as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within fourteen (**14**) days after being notified that he has been awarded the Contract.

All work performed for this project will be in accordance with the *South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition of 2007*, and any modifications identified in the bid documents.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities, which are segregated on the basis of race, color, creed, or national origin.

The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

The Bidder is required to submit only the Bid documents, which include:

1. Invitation for Bid Form
2. Bid Form
3. Bid Bond or Certified Check
4. Consent of Surety
5. Certification by Contractor RE: Non-Segregated Facilities
6. Non-Collusion Affidavit of Prime Bidder
7. Contractors Qualification Statement
8. Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
9. Local Vendor Preference – Participation Affidavit
10. Self-Performance Affidavit – As Applicable
11. Good Faith Efforts Checklist
12. Non-Discrimination Statement

The Bidding Documents consist of the following, including all addenda issued there with and forms referenced therein, in addition to the drawings:

Bid Documents

Contract

General Conditions

Supplemental Conditions

General Provisions

Special Provisions

Specifications

Public bid opening will be held at the **Purchasing Department**, 106 Industrial Village Road, Bldg. 2, Beaufort SC 29906 at 3:00 P.M. December 8, 2020.

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meanings assigned to them therein.

2. **CONTRACT DOCUMENTS**

2.1 Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.

2.2 Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.

2.3 Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and notify the Engineer of all conflicts, errors or discrepancies, or of questions or meaning or intent. Bidder is encouraged to visit the construction site prior to submitting a Bid.

2.4 Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons. Addenda will be posted on Vendor Registry at least five days prior to Bid opening. If addenda are required to post less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda does not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective bidders via email and on Vendor Registry of the revised Bid Opening Date.

2.5 Bidders shall check Vendor Registry to verify the number, if any, of Addenda issued.

3. **ORGANIZATION OF CONTRACT DOCUMENTS**

3.1 The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included.

3.2 The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder, is incorporated in the Contract Documents.

3.3 The General Conditions incorporated in the Contract Documents are the **STANDARD GENERAL CONDITIONS OF THE BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT**

3.4 The actual amendments or supplements to the Standard General Conditions are made in the Supplementary Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplementary Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.

3.5 The General Requirements of the Specifications contain additional amendments and supplements to the Standard General Conditions of the Construction Contract with regard to general and administrative matters, and contain details for the Work of this Contract.

3.6 The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.

3.7 The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.

3.8 Section 6.0 - Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.

3.9 The General Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.

3.10 Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.

4.0 SCHEDULE OF PRICES

Bidder, with regard to completing the Schedule of prices of the Bid Form, is advised as follows:

4.1 The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.

4.2 The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.

4.3 The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute items.

4.4 The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.5 The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.

5.0 SUBMISSION OF BIDS

5.1 Bidder must provide all information requested in the Bid Form and in attachments thereto by appropriate entries handwritten in ink or typewritten.

5.2 Bidder must sign the Bid Form as follows:

5.2.1 Proprietorship, signature shall be that of the Proprietor.

5.2.2 Partnership, signatures shall be that of the person or persons authorized to sign and attest for the partnership.

5.2.3 Corporation, signatures shall be that of the person or persons authorized to sign and attest for the corporation.

5.3 If Bidder is, a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venture must sign in the manner indicated for the respective form of ownership as set forth in Paragraph 6.2 of these Instructions to Bidders.

5.4 Bidder must submit with the Bid Form a Bid Security made payable to the Beaufort County Treasurer in an amount of not less than five percent (**5%**) of the total amount indicated in the Bid Form, in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.

5.5 Bids including Bid Security and other required documents, shall be submitted as indicated in the advertisement for Bids

5.6 Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

6.0 DISPOSITION OF BIDS

6.1 **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned, unopened to Bidder.

6.2 **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.

6.3 **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.

6.4 **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.

6.5 **OWNER**, in evaluating Bids, will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and of the data, as may be requested by the Bid Form.

6.6 **OWNER** reserves the right to reject any and all Bids, to waive any informality and to reject nonconforming, non-responsive, unbalanced or conditional Bids.

6.7 **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.

6.8 The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

7.0 AWARD OF CONTRACT

7.1 **OWNER**, if the Contract is awarded, will award it to the lowest responsible Bidder. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.

7.2 **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening, if the Contract is to be awarded.

7.3 **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.

7.4 Successful Bidder, within fourteen (14) days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds.

7.5 Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.

7.6 **OWNER**, within ten (10) days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.

7.7 The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

8.0 COMMENCEMENT OF CONTRACT TIME

8.1 **OWNER** may give **CONTRACTOR** a Notice to Proceed within thirty (30) days after the Effective Date of the Agreement, and indicate there in the day on which the Contract Time will commence to run.

9.0 CONTRACT TIME

See Project Summary

10.0 DAMAGES

See Project Summary

11.0 RETAINAGE

See Standard General Conditions

12.0 RIGHT TO PROTEST

12.1 Any actual bidder who is aggrieved in connection with the award of a contract may protest to the Purchasing Director. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.

12.2 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 actual aggrieved bidder, concerning the award of the contract.

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

- a) State the reasons and describe the actions taken; and
- b) Inform the protestant of its right to administrative review as provided in this Section.

12.4 Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be noticed by certified mail to the protestant and any other party intervening.

12.5 Rights to Review

- a) Any person adversely affected by the decision appeals administratively within (10) Days after receipt of decision to the County Council in accordance with this section.
- b) Any protest taken to County Council or court shall be subject to the protestant paying all of Beaufort County administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.

12.6 Litigation

- a) Any litigation arising out of this Bid Award or subsequent contract or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the fourteenth Judicial Circuit.

BID FORM

THIS BID SUBMITTED TO: Beaufort County Engineering Department

TITLE OF WORK: Beaufort County Roads Resurfacing Year 4 – Asphalt Rejuvenator

LOCATION OF WORK: Beaufort County

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. Bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10)** calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work by June 30, 2021.**

Bidder acknowledges receipt of the following addenda:

Addendum #1

5. In accordance with the Agreement, damages for delay are **\$400 per day.**
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent (5%).

7. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.

8. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

9. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

10. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

11. **BIDDER** is organized under the laws of the State of Ohio as a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): Pavement Technology, Inc.

Address: 24144 Detroit Road, Westlake, OH 44145

Telephone: 440-892-1895 FAX: 440-892-0953

South Carolina Bidder's License No.: G119670

Licensing Authority: South Carolina Dept. of Labor, Licensing & Regulation Contractor's Licensing Board

12. Communications concerning this Bid should be addressed to the attention of Jessica Palmer, Contracts Administrator jpalmer@pavetechinc.com As follows:

Name: Jessica Palmer

Address: 24144 Detroit Road, Westlake, OH 44145

Telephone: 440-892-1895 FAX: 440-892-0953

SIGNED BY:



Signature

Susan J. Durante

Name Printed

Title: Secretary/Treasurer Date: 11/4/2020

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.



(Initial)

Schedule of Prices

Bidder: Pavement Technology, Inc.			Date: 11/4/2020			
IFB #120820E Beaufort County Roads - Year 4						
ROAD NAME	Approx Length	TERMINI DESCRIPTION	TREATMENT TYPE	QTY	UNIT	COST
ASPHALT REJUVENATOR						
Bluffton Parkway	1.52	Buckwalter Pkwy - Buck Island	Asphalt Rejuvenator	48,882 sq. yd.	SY	\$ 44,971.44
Buckwalter Parkway	4.28	Fording Island - May River	Asphalt Rejuvenator	154,532 sq. yd.	SY	\$ 146,805.40
					Total	\$191,776.84

BID BOND

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:
 Pavement Technology, Inc., 24144 Detroit Rd, Westlake, OH 44145 _____, as Principal, and
 Travelers Casualty and Surety Company of America, 1 Tower Square, Hartford
 CT 06103 _____, as Surety, are hereby held and firmly bound unto Beaufort County, South
 Carolina as County in the penal sum of Nine thousand seven hundred fifty *****
 ***** Dollars
 (\$ 9,750.00 (5% of total bid) _____) for the payment of which, well and truly to be made, we hereby
 jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns. Signed this
3rd day of December, 20 20.

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

- a) If said bid shall be rejected or in the alternate.
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Pavement Technology, Inc. _____ (SEAL)
 Principal
 By: Susan J. Burante
SUSAN J. BURANTE
SECRETARY/TREASURER (SEAL)
 Surety: Travelers Casualty and Surety Company of America
 By: _____
 South Carolina Representative
 (Thomas B. McGowan, IV, Attorney-In-Fact)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thomas B McGowan IV** of **FAIRVIEW PARK Ohio**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **December, 2020**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



South Carolina
Department of Insurance

1612 MARION STREET
COLUMBIA, SC 29202-3105

Item 5.

DAVID M. BEASLEY
GOVERNOR

LEE P. JEDZINIAK
DIRECTOR OF INSURANCE

*** CERTIFICATE OF AUTHORITY ***

CO CODE: 07851003-CT
TYPE CO: STOCK

AMENDED LICENSE
DATE: 07/01/1997

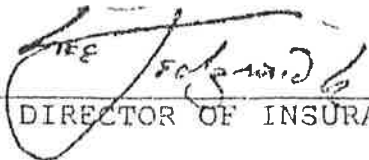
TRAVELERS CASUALTY & SURETY CO. OF AMERICA
HARTFORD CT

THE DIRECTOR OF INSURANCE OF THIS STATE DOES HEREBY CERTIFY THAT THE ABOVE NAMED INSURANCE COMPANY HAS COMPLIED WITH THE REQUIREMENTS OF THE INSURANCE LAWS OF THIS STATE, AND IS HEREBY AUTHORIZED, SUBJECT TO THE PROVISIONS THEREOF AND OF THE CHARTER POWERS OF SAID COMPANY, TO DO BUSINESS OF THE KINDS OF INSURANCE LISTED BELOW WHICH ARE SPECIFICALLY DESIGNATED:

- 21-ACCIDENT & HEALTH
- 22-PROPERTY
- 23-CASUALTY
- 24-SURETY
- 25-MARINE

THIS CERTIFICATE SHALL REMAIN IN EFFECT FOR AN INDEFINITE TERM UNLESS SAID AUTHORITY IS AMENDED OR REVOKED IN ACCORDANCE WITH LAW OR SURRENDERED UPON VOLUNTARY WITHDRAWAL FROM THIS STATE.

IN TESTIMONY WHEREOF, I HERETO SUBSCRIBE
MY NAME AND AFFIX THE SEAL OF MY OFFICE
AT COLUMBIA, SOUTH CAROLINA THIS 27TH DAY
OF MAY, 1997



DIRECTOR OF INSURANCE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 126,044,492	UNEARNED PREMIUMS	\$ 1,044,254,065
BONDS	3,657,484,389	LOSSES	786,554,485
STOCKS	301,556,879	LOSS ADJUSTMENT EXPENSES	165,965,315
INVESTMENT INCOME DUE AND ACCRUED	37,505,938	COMMISSIONS	33,039,858
OTHER INVESTED ASSETS	4,298,731	TAXES, LICENSES AND FEES	12,314,734
PREMIUM BALANCES	291,611,840	OTHER EXPENSES	32,884,644
NET DEFERRED TAX ASSET	51,102,309	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,883,423
REINSURANCE RECOVERABLE	24,272,783	REMITTANCES AND ITEMS NOT ALLOCATED	16,516,275
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,320,191	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	29,111,086
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	15,814,022	RETROACTIVE REINSURANCE RESERVE ASSUMED	799,095
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	3,691,530	POLICYHOLDER DIVIDENDS	11,240,864
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	PROVISION FOR REINSURANCE	7,641,356
OTHER ASSETS	1,043,260	ADVANCE PREMIUM	1,256,693
		PAYABLE FOR SECURITIES LENDING	5,320,191
		ESCHEAT LIABILITY	1,232,614
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,393,646
		OTHER ACCRUED EXPENSES AND LIABILITIES	75,783
		TOTAL LIABILITIES	\$ 2,202,484,127
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,545,873
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,317,829,633
TOTAL ASSETS	\$ 4,520,313,760	TOTAL LIABILITIES & SURPLUS	\$ 4,520,313,760

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT, FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2019.

Michael J. Doody
 VICE PRESIDENT, FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 23RD DAY OF AUGUST, 2019

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022



CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder 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 subcontractors exceeding **\$10,000.00** which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Pavement Technology, Inc.
Contractor

(Signature)

Susan J. Durante, Secretary/Treasurer
Name and Title of Signer

11/4/2020
Date

IFB # 120820E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Ohio)

County of Cuyahoga) ss.

Susan J. Durante Being first duly sworn,
deposes and says that:

He is Secretary/Treasurer (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract; and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

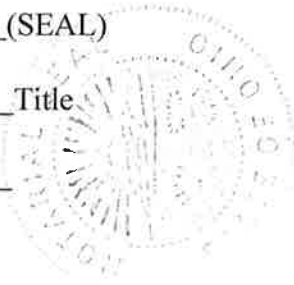
Name *Susan J. Durante*
Susan J. Durante
Title Secretary/Treasurer

Subscribed and sworn to before me this

4th Day of December, 20 20

Lisa A. Trifiletti-Palos (SEAL)
LISA A. TRIFILETTI-PALOS
Notary Public, State of Ohio Title
My Commission Expires Jan. 17, 20 23

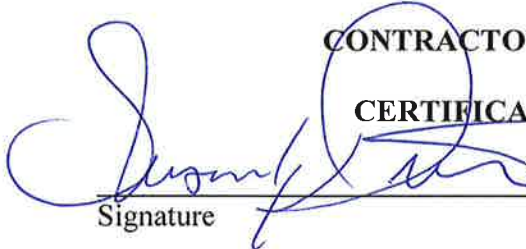
My commission expires: _____



IFB # 120820E

CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.


Susan J. Durante, Secretary/Treasurer
11/4/2020

Signature
Typed Name and Title
Date

A. GENERAL

- A.1 Submit to: Beaufort County Apac Atlantic - Bobby Daggett (912) 659-3027 4700 Telfair Plc, Savannah GA 31415
- A.2 Name of Project (if applicable): [Project Title] IFB#120820 E Beaufort Co. Roads - Year 4
 [Project Location] TBD
- A.3 Contractor:
- A.4 Name: Pavement Technology, Inc.
 Mailing Address: 24144 Detroit Road, Westlake, OH 44145
 Street Address: 24144 Detroit Road, Westlake, OH 44145
 Telephone Number (including area code): 440-892-1895
 Facsimile Number (including area code): 440-892-0953
 Contact Person: Jessica Palmer, Contracts Administrator
 Contact Person's Telephone Number: 440-892-1895
 South Carolina Contractor's License Number: G119670

B. BUSINESS ORGANIZATION

- B.1 Check type of business organization:
 Corporation Individual Partnership
 (Name of Partners) _____
 Joint Venture Other
- B.2 If a corporation: Pavement Technology, Inc.
 State of Incorporation: Ohio
 If not incorporated in South Carolina, State Corporation Commission Registration Number: _____
 Date of Incorporation: 5/30/1972
 Federal I.D. Number: 34-1108308

Name _____ Address _____ Phone No. Position _____ Yrs. in _____

Officers:

President: Colin M. Durante - 24144 Detroit Rd., Westlake, OH 44145 (440) 892-1895 48 years

Vice President(s): John J. Schlegel - 24144 Detroit Rd., Westlake, OH 44145 (440) 892-1895 43 years

Secretary: Susan J. Durante 24144 Detroit Rd., Westlake, OH 44145 (440) 892-1895 25 years

Treasurer: Susan J. Durante 24144 Detroit Rd., Westlake, OH 44145 (440) 892-1895 25 years

Are you a Subchapter S Corporation: Yes No

Name _____ Address _____ Phone No. _____

Subchapter S Shareholders: Colin M. Durante 24144 Detroit Rd., Westlake, OH 44145 (440) 892-1895

B.3 If a partnership:

Date of Organization: _____

Type of partnership: _____

List of General Partners:

Name _____ Address & Phone No. _____ Years as GP _____

B.4 If individually owned:

Name, address, and phone number of sole-proprietor: _____

Years in business: _____

B.5 Have you ever operated under another name? Yes _____ No ✓

If yes,

All other business names and addresses of principal placed of business for each business.

N/A

Number of years in business under each name:

N/A

Contractor's license number in each state in which a business was operated.

N/A

C. BONDING

C.1 Bonding Agent: Travelers Casualt and Surety Company of America

Name: The McGowan Companies

Address: 20595 Lorain Road, Fairview Park, Ohio 44126

Telephone Number (including area code): 440-333-6300

Contact Person: Patrick Muscenti

C.2 Bonding Company: Travelers Casualty and Surety Company of America

Name: Travelers Casualt and Surety Company of America

Address: 1 Tower Square, Hartford, CT 06103

Telephone Number (including area code): 216-643-2435

Contact Person: Neal Stelmaschuk

Best's Key Rating of bonding company: A++

C.3 Number of years this bonding company has acted as surety for you: 26

C.4 Bonding Capacity: Maximum single job size: \$1,000,000

Total bonding limit: \$2,000,000

C.5 Do you intend to use any alternative form of security? No
If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: N/A

Bank or Savings & Loan: N/A

Contact: N/A

Address & Phone No.: N/A

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No ✓

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No ✓

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y____N✓

b) Ever been found to be guilty of charges relating to conflicts of interest: Y____N✓

- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y ___ N
- d) In the last five years, been found guilty of any minority contracting law violations? Y ___ N
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y ___ N
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y ___ N
- g) Ever been terminated on a contract due to your default? Y ___ N
- h) In the last five years, paid liquidated damages for being late on a project? Y ___ N
- i) In the last five years, been subject to tax collection proceedings? Y ___ N
- j) In the last seven years, filed for bankruptcy? Y ___ N

If the answer to j) was yes, under what chapter of bankruptcy did you file?

N/A

If you filed under Chapter 11 Reorganization, how long did you operate under this status? _____

Are you operating under Chapter 11 status now? Y ___ N

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?
Y ___ N

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

D.2 List your workman's compensation experience modifier for the last three years.
Lora Kilgore

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Apac Atlantic - Bobby Daggett (912) 659-3027 4700 Telfair Plc, Savannah GA 31415

Architects/Engineers: AVCON - Brandon Hiers (407)599-1122 ext.:235 5555 E. Michigan St., Orlando, FL 32822

D&D Emulsions, Inc. - Delbert Dawson (419) 522-9440 270 Park Ave. E., Mainsfield, OH 44901

Major Subcontractors: Vulcan Construction Materials, LLC - Paula Hansen (205)298-3662 PO Box 75129, Charlotte, NC 28275

Huntington - Thomas Cupach (440) 329-3118 538 Broad Street, Elyria, OH 44035 ELY32

Financial Institutions: McGowan Insurance - Patrick Muscenti (440) 333-6300 20595 Lorain Rd., Fairview Park, OH 44126

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion:**

Company Name: Pavement Technology, Inc.

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature 

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 the 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, or 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: N/A 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: _____



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

Beaufort County Road Resurfacing Year 4 – Asphalt Rejuvenator
IFB # 120820E

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

Direct questions regarding these provisions to compliance@bcgov.net.

Important Actions and Notes for Bidders

- **These program provisions affect bid responsiveness** and are required for all prime bidders, regardless of whether the prime bidder is a small or minority business (SMB).
- Bidders currently registered with Beaufort County (via a Vendor Registry user account and password) can review information for local SMBs when logging into the site accessible from the County's website [here](#) or by going to "Bidding Opportunities" at the bottom of the home page and then selecting "Vendor Registration". Vendors previously registered with Beaufort County before April 2017 need to register through this new system.
- If not self-performing one hundred percent (100%) of the project with your company's workforce, bid packages should include the following items to meet compliance with these program provisions:
 1. Good Faith Efforts Checklist form.
 2. Non-Discrimination Statement form (Exhibit 1).
 3. Outreach Documentation Log (Exhibit 2).
 4. Proposed Utilization Plan (Exhibit 3).

Note: Exhibits 1-3 are available on the Beaufort County website (www.beaufortcountysc.gov) at the Purchasing Department page under "Small and Minority Business Program" [here](#).

5. Proof of sending written notice to SMBs notifying them of any bid opportunities **at least 10 business days in advance of the bid due date**. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed.
- If you need assistance identifying SMB firms, please contact any of the following entities:
 - **Beaufort County Purchasing Department**
Telephone: 843.255.2350
 - **SC Office of Small and Minority Business Assistance (OSMBA)**
[Business Directory](#) | Telephone: 803.734.5044 | <http://osmba.sc.gov/>
 - **SC Department Of Transportation's Business Development and Special Programs**
[Business Directory](#) | Telephone: 803.737.2314 | www.scdot.org
 - **Beaufort County Black Chamber of Commerce**
Email: info@bcbcc.org
 - **Beaufort Regional Chamber of Commerce**
Email: Hello@BeaufortChamber.org
 - **Greater Bluffton Chamber of Commerce**
Email: info@blufftonchamberofcommerce.org
 - **Hilton Head Island-Bluffton Chamber of Commerce**
Email: info@Hiltonheadisland.org

Program Overview

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

Pre-Award and Post-Award Requirements

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

Definitions

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

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

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

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

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

Self-Performance Affidavit

Item 5.

If self-performing 100% of the entire project with your own workforce/staff on your payroll, complete and return this form with your bid package. If self-performing all work, you do not need to solicit SMBs.

I hereby certify my company's intent to self-perform 100% of the work required for the referenced project:

Project Name: Asphalt Rejuvenator

Project Number: IFB #120820E Beaufort Co. Roads - Year 4

By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract work on this project arises, I will notify the Beaufort County Purchasing Department in writing via email to dthomas@bcgov.net within two (2) business days after submission of the bid.

Pavement Technology, Inc.

Name of Company

Susan J. Durante

Owner or Authorized Representative Name

Signature

Secretary/Treasurer

Title

11/5/2020

Date

State of Ohio County of Cuyahoga

Subscribed and sworn to before me this 5th day of December, 2020

Notary Public Lisa A. Trifiletti-Palos My Commission Expires Jan. 17, 2023



Good Faith Efforts Checklist

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

- Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip.
The notice should contain the following:
 - Bidder’s name and contact information
 - Project name and number
 - Scope of work/bid packages available for subcontracting
 - Information on availability of plans and specifications
 - Bidder’s insurance, bonding, and financial requirements

- Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. These exhibits are available on the Beaufort County website (www.beaufortcountysc.gov) under the Purchasing Department page.

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

N/A

Name of Company

Owner or Authorized Representative Name

Signature

Title

Date

Equal Employment Opportunity / Affirmative Action (EEO/AA) Policy Statement

This statement is to reaffirm Pavement Technology Inc.'s policy on providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives, and regulations of Federal, State, and Local governing bodies or agencies thereof.

Pavement Technology, Inc. will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, sexual orientation, age, handicap, marital status, familial status, or religion.

Pavement Technology, Inc. will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading demotion, transfers, recruitment or recruitment advertising, selection layoff disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

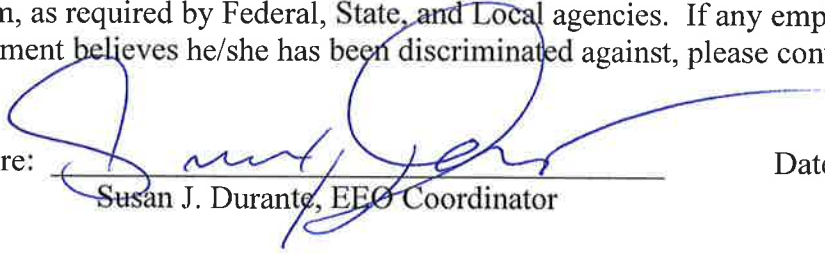
Pavement Technology, Inc. prohibits the harassment of any employee or job applicant on the basis of their protected class status.

Pavement Technology, Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

Pavement Technology, Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company or subcontractors to this Company who do not comply with Equal Employment Opportunity Policies and Procedures set forth in this Statement and plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives, and regulations of the Federal, State, and Local governing bodies or agencies thereof, will be subject to appropriate legal sanctions.

Pavement Technology, Inc. has appointed Susan J. Durante as EEO Coordinator to manage our Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State, and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.

Signature:



Susan J. Durante, EEO Coordinator

Date:

11/4/2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

CONTRACT
No. IFB XXXXXX
Beaufort County Road Resurfacing Year 4

THIS CONTRACT (hereinafter the "Contract") entered into this ____ day of _____, 2020 between the COUNTY OF BEAUFORT, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and Contractor's Name. (hereinafter the "Contractor"), ("Party" as to each; collectively the "Parties").

WITNESSETH:

WHEREAS, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete Beaufort County Road Resurfacing Year 4 and

WHEREAS, the County solicited proposals pursuant to IFB No. XXXXXX for the aforesaid Work that is needed; and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by the Contractor; and

WHEREAS, the Contractor desires to provide the aforesaid services pursuant to the terms and conditions contained below;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION ONE
Definitions

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One.

"Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.

"Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are marked as follows:

- Exhibit A: Contractor's Bid Received Dated
- Exhibit B: Solicitation Date including addendums

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

As between the Contract and the Contract Documents and any other document to include, but not limited to, the plans or specifications, the Contract shall govern.

- a. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- b. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

Certain publications shall also govern the Work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

“Contract Price” means the price listed in the Contract for the Work to be received in return.

“Contractor” has the meaning assigned above to that term, and includes that company’s agents, employees, and representatives.

“Contract Quantities” means the estimated quantities listed on the bid form.

“County” means County of Beaufort, a public body politic and corporate and political subdivision of the State of South Carolina.

“Engineer” means the Project Engineer for the County, acting directly or through its duly designated representative, such representative acting within the scope of particular duties assigned to it or of the authority given it. For purposes of this Contract and the Work to be performed under it, the duly designated representative of the Engineer shall be the Project Manager (as defined below).

“Final Payment” means the last payment from the County to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

“Notice to Proceed” means the written notice to be given by the County to the Contractor to commence Work under this Contract.

“Purchasing Director” means the Purchasing Director for Beaufort County.

“Project” means the “Work” and is used interchangeably with that term.

“Project Manager” shall be the field representative designated by the County to serve as project manager for the Work.

“Project Site” means the site or sites where the Work is performed. This term is used interchangeably with “Work Site.”

“Work” means the work specified and described in the exhibits under “Contract Documents” to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

“Work Site” means the “Project Site” and is used interchangeably with that term.

SECTION TWO

Term

The Contractor shall complete all work (including all pay items with only punchlist items remaining) by **XXX days** after issuance of a Notice to Proceed. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed.

SECTION THREE

Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional and timely manner.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

SECTION FOUR

Contract Price: Payment Terms

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract for the total, estimated lump sum value of *Dollar amount spelled out (\$XXX,XXX.XX)*.

The amount as specified may be increased or decreased by the County through the issuance of a change order or amendment. Any prices specified in Contractor's Bid or any such change order or Amendment will remain firm for the term of this Contract and any Amendment thereto.

- B. The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

The Contractor shall submit invoices in the format that will be provided by the County at the preconstruction meeting. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month. All partial payments will be based upon the Contractor's invoices, approved by the Project Manager, for the Work performed and materials completely in place in accordance with the Contract and to the satisfaction of the Project Manager. Ten (10%) percent or Fifty-Thousand (\$50,000) Dollars whichever is less, shall be retained by the County and the remainder shall be paid to the Contractor. Retainage shall not be released until after the completion of all the Work to the satisfaction of the County.

- C. Invoices will be submitted to the Architect for certification then the Andrea Atherton, Beaufort County Capital Projects, 2266 Boundary Street, Beaufort, S.C. 29906. Invoices will contain a reference to IFB No. XXXXXX, and shall include: the Period of time covered by the invoice; a Summary of work performed for the billing period; Purchase order and Contract Number; and Contractor's Tax Identification Number.

- D. If Applicable, with regard to items (which term includes, without limitation, any and all materials) in the Contract Price, the County reserves the right to increase the Contract Quantities by an amount not to exceed in value ten (10%) percent of the total Contract Price or decrease the Contract Quantities by an amount not to exceed in value ten (10%) percent of the total Contract Price. Payment will be made based on the unit prices submitted by the Contractor and incorporated by reference in this Contract.

No claim shall be made by the Contractor for any loss of anticipated profits or unabsorbed overhead because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.

- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.
- F. When the County requires substantiating information, the Contractor shall submit data justifying dollar amounts in question.
- G. Schedule of Values: Per Exhibit A Schedule of Prices dated **Month, Day, Year**.

SECTION FIVE

Time

The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which the Contractor may be granted an extension of time. If, in the reasonable opinion of the County, the Contractor is not complying with the progress schedule or will not meet the completion date, the County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regard to rain delays, shall be made in writing to the County, not more than five (5) calendar days from the beginning of the delay. The notice shall indicate the cause of the delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice to the County every week that the delay continues. Within five (5) calendar days after the elimination

of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

Weather delays are generally referred to as "rain days," and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion. An average number of rain days are included in the completion date determination. This was determined by the following method:

Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	7	6	6	9	14	14	17	11	8	6	10

Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County's Representative within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section 18, the Contractor shall make a claim for time extension due to rain delays within five (5) calendar days of issuance of the NOAA monthly report.

SECTION SIX
Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as required below. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding the Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any subcontractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's IFB XXXXXX.

INSURANCE REQUIREMENTS:

Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. **Workers' Compensation Insurance** - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
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.
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.
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.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.

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.

SECTION SEVEN
Payment and Performance Security

The Contractor shall provide and maintain payment and performance bonds in the amount of 100% of total job amount, inclusive of change orders.

SECTION EIGHT
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing this Contract, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended), and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

The Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

SECTION NINE
Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION TEN
Material and Workmanship: Warranties and Representations

The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Work product, as though Contractor had performed the Work itself.

- A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the applicable SCDOT Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Purchasing Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Project.
- C. The Purchasing Director may, in writing, require the Contractor to remove from the Worksite any employee the Project Manager deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

SECTION ELEVEN
Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TWELVE
State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

The Contractor shall calculate that portion of the Contract that is subject to the total South Carolina and local sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor. If the Contractor is a non-South Carolina Company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontract and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION THIRTEEN **Independent Contractor**

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. The Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for Work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. The Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Contract.

SECTION FOURTEEN **Inspection and Acceptance, No-Claim Affidavits**

- A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County shall be construed as constituting or implying acceptance of Work. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work. The Contractor shall conduct and pay for all tests required in the Scope of Work.
- B. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- C. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.

D. Final acceptance of the completed project will be upon final payment to the Contractor. Upon final acceptance, the workmanship and material warranty period will begin.

SECTION FIFTEEN

Cleanup Work

- A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by the Contractor's operations in a neat and satisfactory condition.
- E. The Contractor will restore or replace, when and as directed, any public or private property damage by the Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

SECTION SIXTEEN

Conditions Affecting the Work

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.
- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

SECTION SEVENTEEN

Safety of Persons and Property

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i) Employees on the Work Site and other persons who may be affected thereby; and
 - (ii) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - (iii) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (whether such damage or loss is insured under property insurance required by the Contract Documents or not) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

SECTION EIGHTEEN

Change Orders

One or more changes to the Work within the general scope of this Contract may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change order.
- B. If applicable, any change in the Contract Price resulting from a Change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a Change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change order.
- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change order and the surety shall be conclusively deemed to have been notified of such Change order and to have expressly consented thereto.

SECTION NINETEEN

Claims and Disputes

- A. Definition. A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to the Contractor's entitlement to any increased compensation from any claim.
- B. Time Limits on Claims. Claims by either Party must be made within ten (10) business days after occurrence of the event giving rise to such Claim or within ten (10) business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. Continuing Contract Performance. Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall

proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

D. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of special warranties required by the Contract Documents.

E. Claims for Additional Costs. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 17(I). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedures established herein.

F. Claims for Additional Time. See Section Five herein.

G. Injury or Damage to Person or Property. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding Ten (10) Business Days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

SECTION TWENTY

Damages for Delay

The Contractor agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Contractor or its sureties shall be liable to the County in the amount specified below for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

Liquidated Damages for Each Day of Overrun in Contract Time per IFB XXXXXX shall be \$XXX.XX per calendar day.

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the Contractor expressly agrees to the terms thereof.

SECTION TWENTY-ONE
Suspension of Work

The Purchasing Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Director may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Purchasing Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO
Modification of Contract

The County's Purchasing Director has the unilateral right to modify this Contract, within the general scope of the Work or the Project, when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Purchasing Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-THREE
Termination

A. For Convenience

The Purchasing Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for

convenience.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, the County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Purchasing Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-FOUR **Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly

employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the

County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-FIVE

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former 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, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

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 to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-SIX

Labor: Subcontractors: Employment Consideration

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor

shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job, and the Contractor is responsible for making himself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-SEVEN

Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County.

SECTION TWENTY-EIGHT

Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION TWENTY-NINE

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION THIRTY

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Fourteenth Judicial Circuit, Beaufort County, South Carolina.

SECTION THIRTY-ONE**Severance**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

SECTION THIRTY-TWO**County's Designated Representative(s)**

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:

Andrea Atherton, Director
Beaufort County Capital Projects
2266 Boundary Street
Beaufort, SC 29902

David Thomas, Director (843.255.2304)
Beaufort County Purchasing Department
P.O. Drawer 1228
Beaufort, South Carolina 29901

SECTION THIRTY-THREE**Notices**

Whenever any provision of this contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:

David Thomas, Director
Beaufort County Purchasing Department
P.O. Drawer 1228
Beaufort, South Carolina 29901
843-255-2304

If to the Contractor:

Contractor Name
Address
Address

SECTION THIRTY-FOUR
Non-Waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

SECTION THIRTY-FIVE
Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Contract under their several seals the day and year first written above.

CONTRACTOR:

**BEAUFORT COUNTY, SOUTH
CAROLINA:**

Contractor's Name
Contractor's Title

Ashley Jacobs
County Administrator

Attest:

1) _____

Attest:

1) _____

2) _____

2) _____

END

IFB# _____

100% LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Principal, and _____, of _____ a corporation organized and existing under the laws of the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto Beaufort County, South Carolina as obligee herein below defined, in the amount of _____ dollars (\$ _____)

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a Contract with County for:

In accordance with drawings and specifications prepared by Beaufort County, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as is herein below defined for all labor and materials used or reasonable required for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full force and effect subject, however to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: the Principal, the County, or the Surety above- named, within ninety (90) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work for labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, County, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After one year from the completion of the Contract and the acceptance by County of the work therefore, it being understand, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens, which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IFB# _____

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes, and says that:

- (1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor;
- (2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Beaufort County, South Carolina;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract, and,
- (5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL)

Title _____

My Commission Expires _____
Date

IFB# _____

FINAL AFFIDAVIT TO BEAUFORT COUNTY, SOUTH CAROLINA

I, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by

_____ or any of his subcontractors in connection with the construction of _____ at Beaufort County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Beaufort County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature _____

Title _____

Personally appeared before me this _____ day of _____, 20_____.

_____, who under oath deposes and says that he is _____ of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public _____

My Commission Expires _____

General Conditions

STANDARD GENERAL CONDITIONS OF THE
BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT

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ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

APPLICABLE CODE REQUIREMENTS - The term “Applicable Code Requirements” means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction of the County, Contractor, and Subcontractor, the Project site, the Work, or the prosecution of the Work.

APPLICATION FOR PAYMENT - The term “Application for Payment” means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

BIDDER – The term “bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

BENEFICIAL OCCUPANCY - The term “Beneficial Occupancy” means the County’s right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

CERTIFICATE FOR PAYMENT - The term “Certificate for Payment” means the approval of Contractor Application for Payment in accordance with Article 9.5.

CHANGE ORDER - The term “Change Order” means a Contract Document authorizing one or more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

CLAIM – See paragraph 4.3, Claims, of the General Conditions.

CONTRACT - The terms “Contract” means the written agreement between the Contractor and the County set forth in the Contract Documents.

CONTRACT DOCUMENTS - The “Contract Documents” consist of all documents listed in Article 5 of the Agreement.

CONTRACT MODIFICATION - The term “Contract Modification” means an executed Change Order.

CONTRACT PRICE - The term “Contract Price” means the amount of compensation payable by the County for completion of the Work in accordance with the Contract Documents.

CONTRACT SCHEDULE - The term “Contract Schedule” means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

CONTRACT TIME - The term “Contract Time” means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

CONTRACTOR - The term “Contractor” means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

COUNTY – The term “County” means Beaufort County, South Carolina.

COUNTY’S REPRESENTATIVE – The term “County’s Representative” means the person or firm identified as such in the Agreement.

DAY - The term “day” as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

DEFECTIVE WORK - The term “defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the County’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

DRAWINGS - The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

EXCUSABLE DELAY – The term “Excusable Delay” means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the General Conditions.

EXTRA WORK – The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

FIELD ORDER – The term “Field Order” means a written order by the County which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

FINAL COMPLETION - The term “Final Completion” means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the County Engineer.

GENERAL CONDITIONS - The term “General Conditions” refers to the General Conditions of the Construction Contract, as included in the Contract Documents.

GENERAL REQUIREMENTS – The term “General Requirements” means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Conditions with regard to Specifications.

PROJECT - The term “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the County. The Project may be identified by name, location, and/or project number in the Contract Documents.

SEPARATE CONTRACTOR - The TERM “Separate Contractor” means a person or firm under separate contract with the County performing other work at the project site which affects the Work performed under the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Paragraph 3.11, Shop Drawings, Product data, and Samples, of the General Conditions

SPECIFICATIONS - The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

SUBCONTRACTOR - The term “Subcontractor” means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes subcontractors of all tiers.

SUBSTANTIAL COMPLETION - See Paragraph 9.8, Substantial Completion, of the General Conditions

SUCCESSFUL BIDDER – The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

SUPERINTENDENT - The term “Superintendent” means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

TIER - The term “tier” means the contractual level of a Subcontractor or supplier with respect to the Contractor. For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

UNEXCUSABLE DELAY - The term “Inexcusable Delay” means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

WORK - The term “Work” means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the project.

WORK CHANGE DIRECTIVE – See paragraph 7.4, Work Change Directive, of the General Conditions.

1.2 Contract Document Interpretation

A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all, except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents, or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.

B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The Beaufort County Procurement Code will prevail over the Special Supplementary Conditions of this contract. Special and Supplementary Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and general conditions.

C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.

D. Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution, and completion of the Work will be made by the County’s Representative or Architect/Engineer. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the County’s Representative in writing, or the architect/engineer in writing. The County’s Representative or Architect/Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The County may consider the interpretation and decision of the Architect/Engineer and issue a decision after consultation with the Architect/Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Architect/Engineer’s decision being final and binding upon the County and Contractor. The County’s decision shall be final.

E. The organization of the Specifications into divisions, sections, or articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

ARTICLE 2

COUNTY

2.1 Provided by the County

The County shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the County. Contractor shall report to the County's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, the Contractor is encouraged to contact independent utility locators, such as Palmetto Utility Locations (1-800-922-0983), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

2.1 Right to Stop the Work

The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times.

2.2 Right to Carry Out the Work

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the County to promptly commence and thereafter diligently continue to completion the correction of such failure, the County may, without prejudice to other remedies the County may have, correct such failure at Contractor's expense. In such case, the County will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the County's Representative, Engineer, and County's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the County.

ARTICLE 3

CONTRACTOR

3.1 Review of Contract Documents and Field Conditions by Contractor

A The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the County, and shall promptly report in writing to the County's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of the County's Representative, the Contractor shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B Contractor shall be responsible for all direct costs to County resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Architect/Engineer fees and other costs related to correcting such errors and omissions. Such additional costs shall include Architect/Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such, re-inspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C County shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.2 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

- those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
- Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any Claim against County, County’s Architect/Engineer, or any of Architect’s/Engineer’s Consultants with respect to:

- the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- Any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3.3 Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor’s best skill and attention. Contractor shall be solely responsible for and have control over construction means: methods, techniques, sequences, procedures and the coordination of all portions of the Work. Contractor shall be responsible to the County for acts and omissions of Contractor’s agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor’s obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the County or County’s Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.4 Labor and Materials

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Only manufactured and farm products of the United States, preferably in the State of South Carolina shall be used as materials in the prosecution of the Work under this contract. Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

3.5 Contractor Warranty

Contractor warrants to the County that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the County’s option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the County , or refund to the County, the charge paid by the County , which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of the Work provided by other Contractors.

3.6 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The

County, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work, and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

3.7 Permits and Fees

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the County's approval.

3.8 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be responsible for the negligence of the County or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

3.9 Schedules Required of the Contractor

A. Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the County's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the County's Representative shall provide an orderly progression of the Work to completion within the Contract Time, and shall indicate starting and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.

- Contractor shall provide a monthly update to the progress schedule to the County's Representative. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B. The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by County's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the General Conditions.

C. If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D. Contractor shall provide a separate schedule for the submittal of shop drawings and samples for County approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these General Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule.

E. Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.

- The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

3.10 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, County's Representative, and others as appropriate will be held to review for acceptability to County's Representative as provided below the schedules submitted in accordance with paragraph 3.8

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to County's Representative.

- The progress schedule will be acceptable to County's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on County's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
- Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to County's representative if it provides a workable arrangement for reviewing and processing the required submittals.
- Contractor's schedule of values will be acceptable to County's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.11 As Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials; equipment and installation methods used for the Work and each revision shall be initialed and dated the Contractor's Superintendent.

3.12 Substitutions

A. Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the County's Representative or Architect/Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Architect do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable for installation.

B. Unless the specifications or description provides for "or equal", "equivalent", or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for County's Representative or Architect/Engineer review as "equal" if:

- In the County Representative's or Architect's/Engineer's sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the County's Representative or Architect/Engineer as an "equal" item, in which instance review and approval of the proposed item may, in the County Representative's or Architect's/Engineer's sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the County Representative or Architect/Engineer to be at

least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i) no increase in cost to the County, and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the General Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the County's Representative or Architect/Engineer, if deemed appropriate by the County's Representative or Architect/Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The County Representative's or Architect's/Engineer's estimate shall be incorporated in the Contractor's application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the General Conditions. The County Representative's or Architect's/Engineer's estimate will also serve to advise Contractor of the reimbursement to County when evaluation so indicates.

3.13 Shop Drawings and Samples

A. Contractor shall submit six (6) copies of Shop Drawings to the County's Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the County's Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to County's Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blue prints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by County Representative's review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed County's Representative at the time of the submittal and County's representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by County Representative's review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

3.14 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment; machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

3.15 Access to Work

The County's Representative, employees, and consultants and other persons authorized by the County shall at all times have access to the Work whenever it is in progress.

3.16 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the Beaufort County Engineer, unless otherwise specified within the Supplemental Conditions. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The County Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to overtime hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The Beaufort County pay scale will govern with County employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

3.17 Concealed or Unknown Conditions

A. Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

- To bear the risk of concealed or unknown conditions, if any, which many be encountered in performing the Contract; and
- That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B. Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The County has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without a representation or warranty by the County whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against County.

C. If concealed or unknown conditions are encounter which require, in opinion of County's Representative, design details which differ from those design details shown in the Contract Documents and the County's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if County agrees with County Representative's determinations, County will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D. If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify County's Representative in writing of such conditions so that County's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to County for any extras costs incurred as the Contractor's failure to promptly give such notice.

3.18 Test and Inspections

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless other specified in the Supplemental Conditions. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by and organization acceptable to the County, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

3.19 Acceptance

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the County. The Contractor shall be liable for any and all damages and losses to the Project (weather by fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the County's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the County reserves the right to cancel the Agreement upon written notice to the Contractor.

3.20 Indemnification

Contractor shall indemnify and save harmless the County, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the County or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the County, County's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the County by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 County's Representative

A. The County's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the County. The County's Representative will have the authority to act on behalf of the County only to the extent provided in the Contract Documents. The County's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the County's Representative's site visits and evaluations of Contractor's Applications for Payment, the County's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The County's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The County's Representative will have the authority to stop the Work or any portion thereof. The County's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents: have questions about the interpretation or clarification of the Contract Documents ; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the County's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The County's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the County Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If County and Architect/Engineer agree, Architect/Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Architect/Engineer are as set-forth in Exhibit SC-A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

4.2 Contractor Change Order Request

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the County, County's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2. Such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to County's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of County's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by County's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of County's Representative, Contractor shall submit written documentation demonstrating Contractor's entitlement to such an adjustment under Article 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the County, the County's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover, the existence of an unforeseen condition that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the unforeseen condition giving rise to the Change Order Request). If County's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the County representative's decision being final and binding upon County and Contractor.

4.3 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by County, County's Representative, their agents or employees.

If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractor's entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.4 Assertion of Claims

Claims by Contractor shall be first submitted to County's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by County's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. County will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing,

together with the supporting data specified in Paragraph 4.3 to County's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

4.5 Time Limits and Timely Notice of Contractor Claims

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims for additional compensation or time extension, if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

4.6 Decision of County's Representative on Claims

County's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts to Other Contractors for Portions of the Work

Contractor shall submit to County, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If County objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to County with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without County's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to County all of its interests in Subcontracts affecting the Work, effective only if County terminates the Contract for cause and only for Subcontracts designated by County within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and County, except when, and only to the extent that, County elects to accept the assignment of the subcontract with such Subcontractor.

5.2 Separate Contractor Claims

Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, County, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold County and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against County and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against County or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from County or Engineer on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and County and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to County and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

ARTICLE 6

CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's right to Perform Construction and to Award Separate Contracts

County may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with County's own forces or with Separate Contractors. Contractor shall cooperate fully with County's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by County's forces or Separate Contractors. Contractor shall give County's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

6.2 Mutual Responsibility

A. Contractor shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of County and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by County or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to County's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by County or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

6.3 County's Right to Clean Up

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, County may clean up and allocate the cost between those firms it deems to be responsible

ARTICLE 7

CHANGES IN THE WORK

7.1 Changes

A. County may Order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to County. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3

7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both County and Contractor, and states their agreement upon all of the following:

- A change in the Work, if any.
- The amount of an adjustment of the Contract Sum, if any.
- The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the County without the Contractor's signature, where

County determines that it is in County's best interest to allow Contractor to receive such an adjustment of the Contract Sum or Contract Time as County believes to be properly due Contractor, even though no agreement has been reached between County and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by County and Contractor.

7.3 Change Order Procedures

A. County and Contractor shall execute appropriate Change Orders (or Written Amendments) recommended by the County's Representative or Architect/Engineer covering changes in the Work which are:

- (i) ordered by the County (ii) required because of acceptance of defective work, or County's correction of defective Work, or (iii) agreed to by the parties;
- changes in the Contract Price or Contract Times which are agreed to by the County and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a **Work Change Directive**; and
- changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the County's Representative, or Architect/Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the County and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by County and recommended by Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

7.5 Unit Price Work

A. County has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

B. County's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

7.6 Waiver

A waiver of or failure by County or County's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the County or County's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by County or its agents shall be binding upon County unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8
CONTRACT TIME

8.1 Commencement of the Work

The date of commencement of the Work shall be set forth in the Notice to Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

8.2 Progress and Completion

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to County that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not; except by agreement or instruction of County in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If County's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, County take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from County's representative, Contractor shall immediately notify County's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse County for any extra costs or expenses, including the reasonable value of any services provided by County's employees, incurred by County as the result of such measures.

8.3 Delay

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- to bear the risk of delays to completion of the Work; and
- that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

8.4 Adjustment of Contract Time

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the County's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

8.5 Delays Beyond Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by County, acts or neglect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

8.6 Delays Within Contractor's Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

8.7 Delays Beyond County's and Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both County and Contractor an extension of the Contract Times in an amount equal to the time lost due

to such delay shall be Contractor's sole and exclusive remedy for such delay.

8.8 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the County Engineer and his decision shall be final. The daily liquidated damage rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

8.9 Waiver

A. In no event shall County, County's Representative, or County's Architect/Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

- delays caused by or within the control of Contractor; or
- delays beyond the control of both County and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of County or anyone for whom County is responsible.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by County's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. County or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:

- the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
- there is no corresponding adjustment with respect any other item of Work; and
- if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. County's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the County Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). County Representative's written decision thereon will be final and binding (except as modified by County's Representative to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of

paragraph 4.3.

9.3 Progress Payments

County agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:

- Cost of the Work in permanent place as of the end of the preceding month.
- Plus costs of materials stored on site but not yet incorporated in the Work.
- Less amounts previously paid.

9.4 Application for Payment

On or before such date of the month as is established by the County's Representative, Contractor shall submit to County's Representative monthly applications for payment, on a form as provided by the County, together with such supporting data, as County requires. Adjusted progress schedules shall be submitted with Applications for payment, and shall be required supporting documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. County's Representative will review the application for payment and submit a Certificate for Payment to County. County will pay to Contractor 90% of the cost of the Work in permanent place and approved by County, less amounts previously paid, **within 20 days after County's Representative's receipt of the Application for Payment** and all required supporting data. The 10% retained by County will be paid to Contractor in the final payment.

9.5 Certificate for Payment

A. If Contractor has made application in accordance with paragraph 9.4, County's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to County, with a copy to Contractor, a Certificate for Payment for such amount as County's Representative determines to be properly due.

B. Approval of any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

- Defective Work not remedied.
- Third-party claims against Contractor or County arising from the acts or omissions of Contractor or Subcontractors.
- Stop notices.
- Failure of Contractor to make timely payments due Subcontractors for material or labor.
- A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- Damage to County or Separate Contractor for which Contractor is responsible.
- Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover County's damages for the anticipated delay.
- Failure of Contractor to maintain and update as-built documents.
- Failure of Contractor to submit schedules or their updates as required by the Contract Documents
- Performance of Work by Contractor without properly processed shop drawings.
- Liquidated damages assessed in accordance with Article 8 of the Agreement.
- Any other failure of Contractor to perform its obligations under the Contract Documents.

9.6 Retention

County shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the County's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Architect/Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

9.7 Beneficial Occupation

County reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

A. County's Representative will make an inspection of the portion of the Project to be beneficially occupied and

prepare a list of items to be completed or corrected prior to completion of the Contract.

Prior to Beneficial Occupancy, County will issue a certificate of beneficial occupancy on County's form.

- Beneficial Occupancy by County shall not be construed by Contractor as an acceptance by County of that portion of the Work which is to be occupied.
- Beneficial Occupancy by County shall not constitute a waiver of existing claims of County or Contractor against each other.
- Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to County an itemized list of each piece of equipment so operated with the date operation commences.
- The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- County shall pay all utility costs which arise out of the Beneficial Occupancy.
- Contractor shall not be responsible for providing security in areas beneficially occupied.
- County shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work..
- Contractor shall not be required to repair damage caused by County in its Beneficial Occupancy.
- Except as provided in this Article, there shall be no added cost to County due to Beneficial Occupancy.
- Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the County's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair County's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to County's Representative that the Work is substantially complete, unless County's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, County's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. County's Representative will make an inspection to determine whether the Work is substantially complete. If County Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by County's Representative to determine Substantial Completion. Costs for additional inspection by County's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When County's Representative determines that the Work is Substantially Complete, County's Representative will prepare a Certificate of Substantial Completion in County's format, which, when signed by County, shall establish the date of Substantial Completion and the responsibilities of the County and Contractor for security, maintenance, utilities, insurance, and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:

- Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the County has neither Beneficially Occupied nor accepted as Substantially Complete; or
- Are not accepted by the County.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the County.

9.9 Final Completion and Payment

A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, County's Representative will make such inspection. Final Completion shall be when County's Representative determines that the Work is fully completed and in accordance with the Contract Documents. County will file a Notice of Completion within days after Final Completion. After receipt of the final Application For Payment, if County's Representative determines that Final Completion has occurred, County's Representative will issue the final Certificate For Payment.

B. Neither final payment nor any retention shall become due until Contractor submits the following items to County's Representative:

- The final Application For Payment and all submittals required in accordance with 9.4.
- All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.

C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 Safety of Persons and Property

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to County and County's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 Emergencies

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify County's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractors Insurance

- A. Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the County, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (included but not limited to fees and charges of engineers, architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the County and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.
- B. Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of Exhibit GR-A, attached hereto and made part thereof.
- C. If required in the Schedule of Insurance Requirements of Exhibit GR-A in Part II of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of the County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- D. If the Work requires entry on any railroad right-of-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

11.2 Insurance Certificates

Before any Work at the site is authorized, Contractor shall deliver to the County Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with the Schedule of Insurance Requirements. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further, the certificates shall state that thirty days prior written notice shall be given to County of cancellation or material change in the policy. If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, County shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as County may reasonably request, before any Work at the Site is authorized.

11.3 Waiver of Rights

- A. County and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. County and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies

and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:

- loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to County's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by County; and
- loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by County during partial utilization pursuant to paragraph 9.7, after Substantial Completion pursuant to paragraph 9.8, or after final payment pursuant to paragraph 9.9.

11.4 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with County and made payable to County as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. County shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the money's so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. County as fiduciary shall power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to County's exercise of this power. If no such objection is made, County, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, County as fiduciary shall give bond for the proper performance of such duties.

11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

A. If a portion of the Work is covered contrary to County Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the County's Representative, be uncovered for County Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B. If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which County's Representative has not specifically requested to observe prior to its being covered, County's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

12.2 Correction of Defective Work

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to County's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from County's Representative or County, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for County's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to County and in such a manner as to avoid, to the extent practicable, disruption to County's activities.

12.3 Warrantee Period

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

12.4 Warrantee Inspection

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the County for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Suspension of Work

At any time and without cause, County may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

13.2 Termination for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);
 - Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - Contractor's disregard of the authority of ENGINEER; or
 - Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 13.2.A occur, County may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to

Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.

C. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by County will not release Contractor from liability.

13.3 Termination for Convenience

A. Upon seven days written notice to Contractor and Engineer, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):

- for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.
- for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law

The Contract shall be governed by the laws of the State of South Carolina.

14.2 Successors and Assigns

County and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

14.3 Rights and Remedies

All rights and remedies of County under the Contract are cumulative with all other rights and remedies of County under the Contract or at law or in equity. No act or failure to act by County or County's Representative shall constitute a waiver of a right under the Contract, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by County or County's Representative of any breach or default shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against County, County's Representative, or Contractor.

14.4 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

14.5 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supersede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

14.6 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Notices

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

14.8 Patents and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of County or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. County or Architect/Engineer have no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless County, County's officers, agents, employees, Architect/Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

ARTICLE 15

STATUTORY LANGUAGE REQUIREMENTS

15.1 Scope

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility, to comply with all Laws and Regulations as set forth in the Contract Documents.

15.2 Affirmative Action

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 to be provided by the Public Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable 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 age, race, creed, color, national origin, ancestry, marital status or sex.

GENERAL PROVISIONS

The General Provisions of the Contract shall be as listed in the South Carolina State Highway Division, Standard Specifications for Highway Construction, Edition of 2007, Section 100 General Provisions, and Sections 101 - 109.10 inclusive, except as noted & amended elsewhere herein.

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SCHEDULE OF INSURANCE REQUIREMENTS

1. **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, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:
 - 1.1 Worker's Compensation Insurance – Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required \$500,000
 - 1.2 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:
\$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
 - 1.3 Comprehensive Automobile Liability Insurance – The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least \$1,000,000 COMBINED SINGLE LIMIT.
 - 1.3.1 ADDITIONAL INSURANCE REQUIREMENTS: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
 - 1.3.2: Professional Liability (Errors & Omissions): Professional Liability Insurance protects against losses that occur when a “professional” errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.
The vendor shall maintain a limit no less than \$1,000,000 per occurrence:
 - 1.4 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.
 - 1.5 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.
 - 1.6 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.

SPECIAL PROVISIONS

BEAUFORT COUNTY ROAD RESURFACING-YEAR 4 PROJECTS

1. **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
2. **There shall be no pre-qualifications of the Bidders.**
3. **Progress and Shop Drawing Schedules**

Before starting construction the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- A. Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements the work including durations and resources necessary for the successful and timely completion of the project. The computerized software if used will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start time and end dates of each major item or phase of the work.
 - B. Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.
 - C. The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
 - D. Failure to provide timely updates and shop drawings may result in the withholding of progress payments.
4. **Progress and Job-Site Meetings**
 - A. A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice To Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

5. **Survey and Stakeouts**

- A. The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

6. **Supervision and Superintendence**

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- A. Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- B. The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

7. **Construction Notes - All Referenced Roads**

- A. **CONTRACTOR** to contract all utility companies before any work commences. Verify utilities within project area.
- B. All work shall conform to the applicable Federal, State, and Local requirements and codes.

- C. Temporary control of storm water drainage shall be the responsibility of the general contractor, and shall be maintained throughout the period of the construction.
- D. All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- E. In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- F. Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- G. Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- H. The location of any shown utilities is approximate.
- I. All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

8. Control & Acceptance of Hot Laid Asphalt for Beaufort County Road Projects Under Current SCDOT Standard Specifications. Mix designs must have current SCDOT approved standards.

- A. Field inspection which includes placement, temp., tickets, etc.
- B. Testing at plant (outside agency), including nuclear density along the road at randomly selected locations by the **ENGINEER**.
- C. Asphalt cores shall be obtained by outside agencies.

9. Existing Water Location

CONTRACTOR to coordinate existing water main location with the following agency. Beaufort Jasper Water & Sewer Authority – 987-9220.

10. Other Pertinent Utility Agencies For This Contract

- A. Palmetto Electric Co.
- B. Time Warner
- C. Century Link
- D. SCE&G
- E. Hargray

11. Maintenance and Maintaining Traffic

- A. Unless otherwise provided, an existing road while undergoing improvements shall be kept open to all traffic by the **CONTRACTOR**. The **CONTRACTOR** will be required, without direct compensation, to maintain in good condition and satisfactory to the **ENGINEER**, the entire section or sections of highway, within

the limits of the contract from the time he first begins work until all work has been completed and accepted.

12. **Material Testing**

- A. Successful Contractor will be responsible for all materials testing.

TECHNICAL SPECIFICATIONS

**TECHNICAL REQUIREMENTS FOR
BEAUFORT COUNTY ROAD RESURFACING - YEAR 4 PROJECTS**

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, Edition of 2007, and any modifications identified in the bid documents and bid plan sheets.

All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.

Exhibit 1 – Standard Specifications for Asphalt Rejuvenating Agent.

EXHIBIT 1

Beaufort County Roads Resurfacing
Year 4 IFB #120820E

STANDARD SPECIFICATIONS
FOR
ASPHALT SURFACE PRESERVATION
WITH A MALTENE BASED
ASPHALT REJUVENATING AGENT

2019 REC STD

ASPHALT REJUVENATING AGENT

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO Min.	Max.	
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W ¹	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁴	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio ⁵	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵	D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins
 A₂ = Second Acidaffins, S = Saturated Hydrocarbons

**PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON
ASPHALT REJUVENATING AGENT**

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

- 1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
- 2) Graduated cylinder, 1,000 ml, or greater
- 3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
- 4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
- 5) Suction bulb for use with pipette
- 6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

- 1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

- 1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
- 2) Place 2,000 ml tap water in container.
- 3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
- 4) Using suction bulb, blow emulsion into container.
- 5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
- 6) Clean pipette with soap or solvent and water. Rinse with acetone.
- 7) Stir diluted emulsion thoroughly.
- 8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
- 9) Calibrate spectrophotometer.
- 10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
- 11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
- 12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

III. Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent(20%)as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. Reclamite®, a Tricor Refiners, LLC product manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a product of Tricor Refining, LLC is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D emulsions, Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials. The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.

Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five

minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLYING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the

temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required said material

shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

END

*** CHECK LICENSE CARD, CERTIFICATE, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY ***

Item 5.

LICENSE RENEWALS - YOUR LICENSES EXPIRES ON 10/31/2022. Renewal Information will be sent to the email address on file approximately 3-4 months prior to the expiration date and available on the Board's website at: <https://llr.sc.gov/club>. Contact the board if you do not receive a renewal notice at that time.

THIS IS A 2-PART POCKETCARD! FOLD CARD - DO NOT CUT OR TEAR CARD IN HALF!
BOTH PARTS OF THIS POCKETCARD MUST BE PRESENTED TO CONDUCT BUSINESS AT ALL TIMES!

LICENSE NUMBER: G119670 CCB 1060868

South Carolina Department of Labor, Licensing and Regulation

**Contractor's Licensing Board
GENERAL CONTRACTOR
PAVEMENT TECHNOLOGY INC**

24144 DETROIT ROAD
WESTLAKE OH 44145

is certified to practice in the following classification(s) and *Group Limit:
Highway Incidental-HI4

LICENSE NUMBER: G119670 CCB 1060868

Qualifying Party(s) (Primary QP displays "PQ"): COLIN MICHAEL DURANTE (CQG.27418 PQ)

* Group Limitations - \$Amount Per Job:
Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited

Initial License Date: 09/24/2015
EXPIRATION DATE: 10/31/2022



Additional Information about General Contractor Classification Abbreviations and Group Bid/Job Limitations is available on the SC Contractor's Licensing Board website: <https://llr.sc.gov/club>

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION CCB 1060868
CONTRACTOR'S LICENSING BOARD

Hereby Certifies:

PAVEMENT TECHNOLOGY INC
24144 DETROIT ROAD
WESTLAKE OH 44145

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:

Highway Incidental-HI4

LICENSE NUMBER:G119670
Expiration Date:10/31/2022
Initial License Date:09/24/2015

* Group Limitations - \$Amount Per Job:
Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - \$Unlimited



Qualifying Party(s) (Primary QP displays "PQ"): COLIN MICHAEL DURANTE (CQG.27418 PQ)

It is at the discretion of the licensee to designate whomever they elect to pull permits and conduct business for this license.

POST IN A
CONSPICUOUS
PLACE

COUNTY COUNCIL OF BEAUFORT
BUSINESS AND PROFESSIONAL LICENSE
12/31/2020

License Number
21249

Business Name: PAVEMENT TECHNOLOGY INC
Address: COLIN DURANTE
24144 DETROIT RD
CLEVELAND, OH 44145

Phone Number: 440-892-1895

****Notice****

This license becomes null & void if ownership, business name, or address is changed. Licensee must apply within 10 days of such change for transfer. Fees will apply. All applicable building & zoning regulations pertaining to business location must be followed.

Classification: Commercial and Institutional B

Date Issued: 12/01/2020

By Edra D. Stephens
EDRA D. STEPHENS, DIRECTOR

This License is NOT Transferable

PAID

FOLD

License Copy

FOLD

WLP56811WH (1/90)

KEEP THIS COPY FOR YOUR RECORDS	COUNTY COUNCIL OF BEAUFORT BUSINESS AND PROFESSIONAL LICENSE 12/31/2020	License Number 21249
---------------------------------------	---	-------------------------

Business Name and Address: PAVEMENT TECHNOLOGY INC COLIN DURANTE 24144 DETROIT RD CLEVELAND, OH 44145	Type: Commercial and Institutional B Temp Perm: T Phone Number: 440-892-1895
---	--

<p align="center">MINIMUM BUSINESS TAX</p> <p>This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the county aforesaid, and is licensed to engage in the business of:</p> <p>Classification: Commercial and Institutional B Date Issued: 12/01/2020</p> <p>By <u>Edra D. Stephens</u> EDRA D. STEPHENS, DIRECTOR</p>
--

<p>Temp valid at this location only:</p> <p>Total Received..... 131.25</p>



270 PARK AVENUE EAST
P.O. BOX 1706
MANSFIELD, OH 44901
www.ddemulsionsinc.com

Phone: 419-522-9440

Fax: 419-522-8606

Licensed Manufacturer
Tricor Refining, LLC
Producers of Golden Bear® Preservation Products

CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC. AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: March 11, 2020

Approved by:

A handwritten signature in black ink that reads 'Delbert Daws'.

Title: President



TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – Fax 661.393.1601

RECLAMITE® Asphalt Rejuvenating Agent

Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w ⁽¹⁾	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test ⁽²⁾	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w ⁽³⁾	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance ⁽⁴⁾	GB	GB	---	30
Cement Mixing	D-244			2.0

Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ ⁽⁵⁾				
PC/S Ratio ⁽⁵⁾	D-2006-70	---	0.5	---
Saturate hydrocarbons, S ⁽⁵⁾	D-2006-70	---	21	28

¹ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

²Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

³Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴Test procedure is attached.

⁵Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins.
A₂ = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores

by
J. E. Pickett

Geotechnical Laboratory
U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, Mississippi

March 1983

Pavement Technology, Inc.
Preventive Maintenance Specialist

24144 Detroit Rd.
Westlake, OH 44145
1-800-333-6309



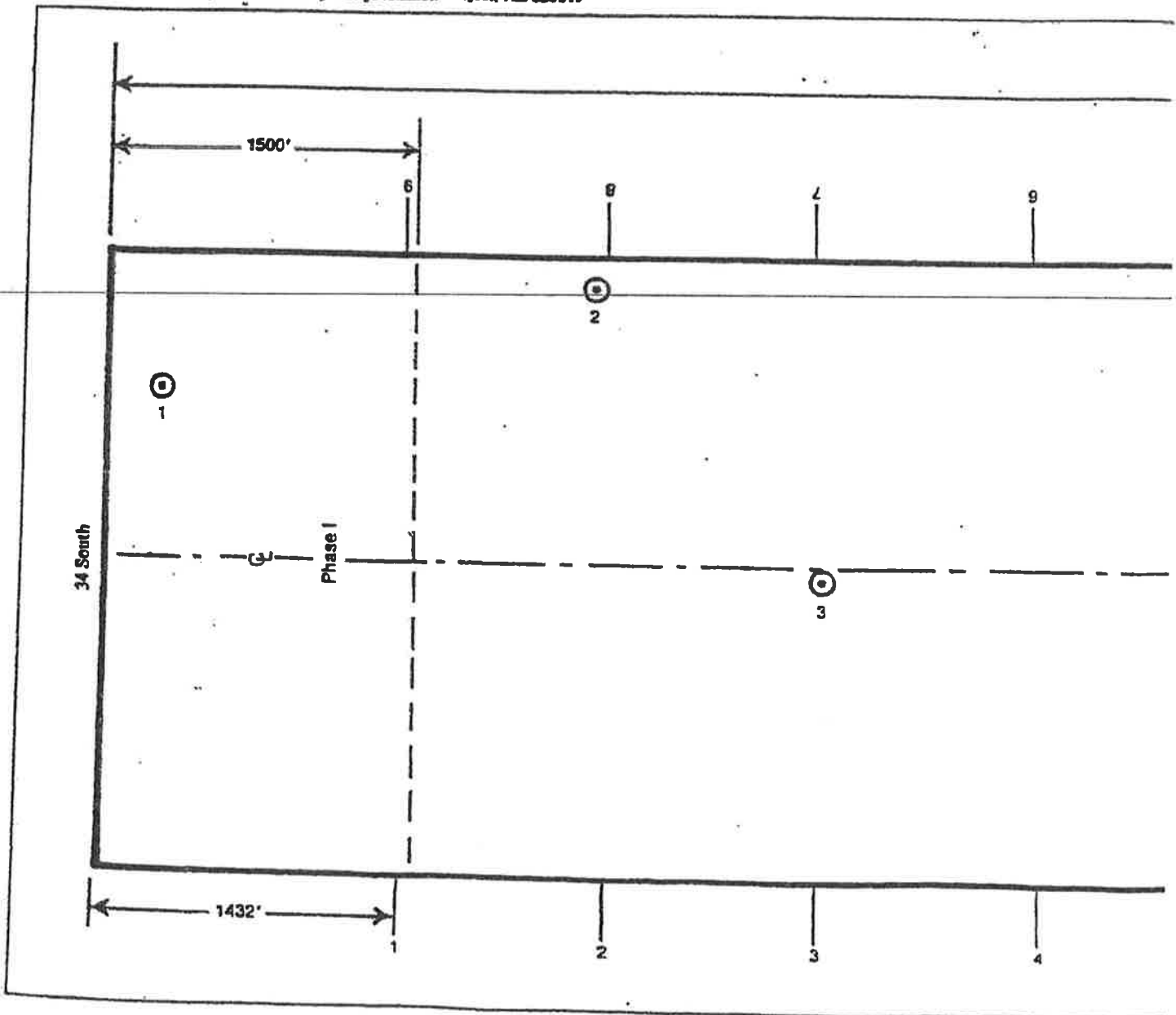
1. In February 1983, the Pavement Systems Division, Geotechnical Laboratory, U.S. Army Engineer Waterways Experiment Station (WES), Vicksburg, Mississippi, was requested by the 1605th Air Base Wing (MAC), Lajes Field, Azores, to provide technical assistance and construction inspection of the rejuvenator project on Runway 16-34, which included sampling and laboratory testing. Treatment of the runway was per-

formed 10-15 March. An excess of Reclamite remaining from projects in 1979 and 1983 was used to treat some parking aprons and taxiways.

2. Messrs. Jack E. Pickett and James E. Schoenberger traveled to Lajes Field on 28 February 1983 to take samples before and after treatment and to observe the rejuvenator application.

3. The 10,864-ft runway was divided into sections and treated in three phases. This was

Incl 1 Layout of sampled areas Lajes Rejuvenation Project, AZ 820019



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 in. of material from the upper surface. The asphalt was extracted from this 3/8-in.-thick sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of

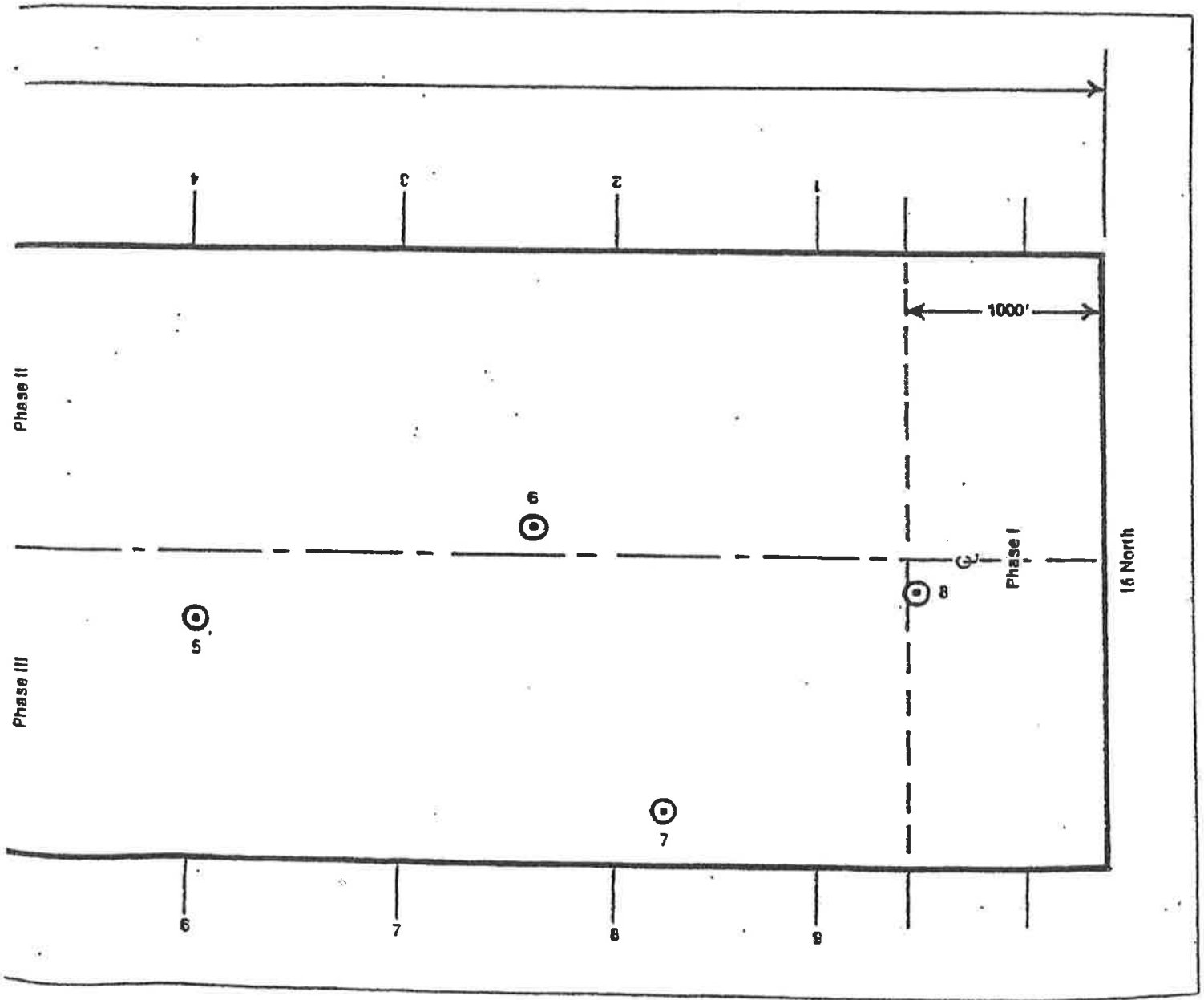


Table I

Lajes Rejuvenator, 1983

Sample Number	Station From South End R/W & C	Penetration 77°F (25°C) 100 g, 5 sec 0.1 mm		Absolute Viscosity 140°F (60°C) 300.0 mm Hg Vacuum, Poises	
		Untreated	Treated	Untreated	Treated
1	2+43, 83.7 ft W	11.00	20.00	401, 351	65, 420
2	23+55, 134.9 ft W	11.00	23.00	449, 520	62, 011
3	34+34, 5.1 ft E	13.00	31.00	242, 293	32, 860
4	52+07, 51.3 ft W	9.00	27.00	1, 852, 362	43, 497
5	64+36, 32.4 ft E	4.00	17.00	2, 774, 367	177, 941
6	80+67, 14.6 ft W	9.00	22.00	863, 971	62, 736
7	86+86, 121.4 ft E	6.00	34.00	1, 263, 880	23, 444
8	99+17, 17 ft E	6.00	29.00	1, 318, 687	41, 392
Average		8.63	25.38	1, 145, 804	63, 663
Change (%)		Penetration	194.00	Viscosity	94.40
			Increase		Decrease

Runway 16-34 was satisfactory. The penetration test shows an increase of approximately 194 percent and the viscosity test shows a decrease of approximately 94 percent. The specification requires the average penetration to be increased by 20 percent and the average viscosity to be decreased by 40 percent.

4. The contractor for the project was Mr. Colin M. Durante, Pavement Technology, Inc., 11260 Berett Road, Cleveland, Ohio 44102. He elected to use Reclamite, a proprietary material manufactured by the Golden Bear Division of Witco Chemical Corporation, Bakersfield, California, as a rejuvenator. Reclamite is a resin-based emulsion that leaves an oily residue and is applied with a bituminous distributor. The Reclamite material was mixed at the job site in a two to one ratio with water, two parts Reclamite to one part water. The Reclamite mixture at ambient temperature (60-70°F) was sprayed onto the runway pavement by using a 1140 gal bituminous distributor equipped with a 10-ft spray bar. Application rates were varied intentionally to avoid excess rejuvenator in areas,

such as recently patched areas, and areas with rubber build-up. Areas outside regular traffic were sprayed heavier, which would not bother air traffic, in case of excess rejuvenator on the surface. Dates of treatment and application rates (gal/yd²) are shown in Table II. The remainder of the material was used to spray various taxiways and parking aprons.

Table II

Phase I	
Center 100-ft-wide area	0.053 gal/sq yd
All other areas	0.061 gal/sq yd
Phase II	
From center line runway out 50 ft	0.055 gal/sq yd
All other areas	0.066 gal/sq yd
Phase III	
From center line runway out 50 ft	0.058 gal/sq yd
All other areas	0.074 gal/sq yd

Jack E. Pickett
Materials Engineering Technician
Pavement Systems Division
Geotechnical Laboratory

Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of this pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Core	Reclamite treated (2 years)	
	Depth	Value
1	Top 1/2"	52
2	Top 1/2"	48
3	Top 1/2"	40
Untreated		
4	Top 1/2"	17
5	Top 1/2"	23
6	Top 1/2"	22

Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

Depth	Reclamite treated	
	6 mos.	30 mos.
Top 1/2"	37	25
Untreated		
Top 1/2"	18	13

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

Depth	Reclamite treated		
	2 mos.	18 mos.	36 mos.
Top 1/2"	82	48	40
Untreated			
Top 1/2"	23	19	16

PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Charleston County Reclamite Testing Results 2013-2016

<i>South Anderson St.</i>			
<i>May 2013</i>		<i>March 2016</i>	
<i>Control</i>	<i>Treated</i>	<i>Control</i>	<i>Treated</i>
<i>86,177</i>	<i>38,220</i>	<i>109,950</i>	<i>66,424</i>

<i>North Forest Drive</i>			
<i>May 2013</i>		<i>March 2016</i>	
<i>Control</i>	<i>Treated</i>	<i>Control</i>	<i>Treated</i>
<i>89,114</i>	<i>13,777</i>	<i>104,650</i>	<i>37,566</i>

<i>Battalion Drive</i>			
<i>October 2014</i>		<i>March 2016</i>	
<i>Control</i>	<i>Treated</i>	<i>Control</i>	<i>Treated</i>
<i>94,533</i>	<i>33,743</i>	<i>128,750</i>	<i>69,437</i>

Asphalt Pavement And Recycling Technologies, Inc.

5207 Minter Field Avenue
 Telephone: (661) 393-2748
 stevee@apartshafter.com

Shafter, CA 93263
 Fax: (661) 393-2804
 bobs@apartshafter.com

Report: 16-0224

March 1, 2016

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel

Project: Charleston County, South Carolina

Samples Submitted:

Eight core samples (4 untreated and 4 treated with RECLAMITE®) identified as:

South Anderson Street – Untreated
 South Anderson Street – Treated 5/2013
 North Forest Drive – Untreated
 North Forest Drive – Treated 5/2013
 Smith Road – Untreated
 Smith Road – Treated 10/2014
 Battalion Drive – Untreated
 Battalion Drive – Treated 10/2014

Requested Testing:

Determine the Dynamic Shear Rheological properties at 60°C of the recovered asphalt binder from the top 3/8-inch layer of each core. These properties include viscosity, phase angle, complex, elastic, and viscous moduli.

Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. Viscosity and phase angle, as well as, complex, elastic, and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table I.

Robert E. Stal

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
Pavement Technology, Inc.
Charleston County, South Carolina
Reclamite Application

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
South Anderson Street					
Untreated	109950	64.4	110240	47723	99373
Treated	66424	68.1	66678	19156	68393
North Forest Drive					
Untreated	104650	65.7	104930	43115	95661
Treated	37566	69.9	37665	12918	35380
Smith Road					
Untreated	107220	64.7	107500	45943	97188
Treated	50643	68.9	50776	18313	47359
Battalion Drive					
Untreated	128750	63.5	129090	57614	115520
Treated	69437	66.1	69620	28180	63662

Asphalt Pavement And Recycling Technologies, Inc.5207 Minter Field Avenue
Telephone: (661) 393-2748Shafter, CA 93263
Fax: (661) 393-2804

Report: 13-0620

July 12, 2013

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel

Samples Submitted:

Twenty core samples (ten untreated and ten treated with Reclamite®) for the 2013 Asphalt Rejuvenation Plan in the County of Charleston, North Carolina. Cores were identified as follows:

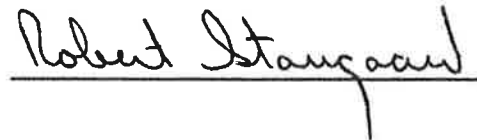
	<u>Application Date</u>	<u>Extraction Date</u>	<u>Application Rate</u>
Delhi Road	5/09/13	6/13/13	0.062 gsy
Northforest Drive	5/10/13	6/13/13	0.065 gsy
Air Park Road	5/13/13	6/13/13	0.067 gsy
Ellis Street	5/16/13	6/13/13	0.060 gsy
Deleisseline Boulevard	5/16/13	6/13/13	0.060 gsy
Privateer Drive	5/17/13	6/13/13	0.050 gsy
South Anderson Avenue	5/29/13	6/13/13	0.060 gsy
Lantern Street	5/30/13	6/13/13	0.060 gsy
Chelwood Circle	5/30/13	6/13/13	0.070 gsy
Chelwood Circle at Intersection	5/30/13	6/13/13	0.070 gsy

Requested Testing:

Determine the 60°C viscosity, Pa*s, of the asphalt binder obtained from the top 3/8-inch layer of each core. Determine the phase angle, complex, elastic, and viscous moduli at 60°C of the recovered asphalt binder.

Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. 60°C Viscosities, Pa*s, phase angles, complex, elastic, and viscous moduli were determined on the recovered asphalt binder using the Dynamic Shear Rheometer as prescribed by AASHTO T315. Test results are reported by Table I.



Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
Pavement Technology, Inc.
Top 3/8-inch of Treated and Untreated Core Samples

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Delhi Road					
Untreated	90439	66.4	82847	33226	75892
Treated at 0.062 gsy	64092	66.8	58890	23240	54110
Northforest Drive					
Untreated	89114	66.2	81546	32885	74621
Treated at 0.065 gsy	13777	74.1	12863	35328	12368
Air Park Road					
Untreated	149560	61.7	131690	62427	115950
Treated at 0.067 gsy	70499	65.6	64213	26505	58488
Ellis Street					
Untreated	139640	62.7	124110	56882	110310
Treated at 0.060 gsy	90202	64.9	81701	34625	74001
Dejeisseline Boulevard					
Untreated	131690	63.5	117860	52581	105480
Treated at 0.060 gsy	60213	66.7	55295	21887	50780

Table I (Cont'd)

Pavement Technology, Inc.
Top 3/8-inch of Treated and Untreated Core Samples

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Privateer Drive					
Untreated	115800	64.9	104880	44465	94987
Treated at 0.050 gsy	65353	67.7	60455	22963	55925
South Anderson Avenue					
Untreated	86177	66.7	79125	31349	72650
Treated at 0.060 gsy	38220	68.3	35521	13111	33013
Lantern Street					
Untreated	122360	62.3	108300	50398	95859
Treated at 0.060 gsy	102200	65.5	100280	39920	80430
Chelwood Circle					
Untreated	148620	62.7	132030	60620	117290
Treated at 0.070 gsy	78993	66.3	72329	29077	66228
Chelwood Circle at Intersection					
Untreated	74299	66.5	68150	27148	67970
Treated at 0.070 gsy	59323	67.9	54971	20667	50938

Asphalt Pavement And Recycling Technologies, Inc.

5207 Minter Field Avenue
 Telephone: (661) 393-2748
 steve@apartshafter.com

Shafter, CA 93263
 Fax: (661) 393-2804
 bobs@apartshafter.com

6971

Report: 14-1106

November 22, 2014

Customer: Pavement Technology, Inc. – Colin Durante, John Schlegel

Project: Charleston County, NC – 2014 Asphalt Rejuvenation Plan

Samples Submitted:

Thirty core samples (15 untreated and 15 treated with Reclamite®) identified as follows:

	<u>Application Date</u>	<u>Extraction Date</u>	<u>Application Rate</u>
Covington Road	08-18-14	10-29-14	0.0600 gsy
Landings Run	08-20-14	10-29-14	0.0590 gsy
Baker Hospital Boulevard	08-20-14	10-29-14	0.0600 gsy
Boston Grill Road	08-26-14	10-29-14	0.0540 gsy
Old Georgetown Road	08-27-14	10-29-14	0.0550 gsy
Maxville Road	08-27-14	10-29-14	0.0550 gsy
Poe Avenue	08-28-14	10-29-14	0.0590 gsy
Canterbury Road	09-04-14	10-29-14	0.0500 gsy
Robert E. Lee Boulevard	09-04-14	10-29-14	0.0500 gsy
Battalion Drive	10-07-14	10-29-14	0.0590 gsy
Kitford Road	10-09-14	10-29-14	0.0550 gsy
Smith Road	10-13-14	10-29-14	0.0599 gsy
Bear Swamp Road	10-13-14	10-29-14	0.0550 gsy
Gardner Road	10-16-14	10-29-14	0.0510 gsy
Pickney Street	10-19-14	10-29-14	0.0400 gsy

Requested Testing:

Determine the 60°C viscosity, Pa*s, of the asphalt binder obtained from the top 3/8-inch layer of each core. Determine the phase angle, complex, elastic, and viscous moduli at 60°C of the recovered asphalt binder.

Summary of Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365. 60°C Viscosities, Pa*s, phase angles, complex, elastic, and viscous moduli were determined on the recovered asphalt binder using Dynamic Shear Rheology as prescribed by AASHTO T315. Test results are reported by Table I.

Robert Staugard

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

Table I
Pavement Technology, Inc.
Charleston County, North Carolina – 2014 Asphalt Rejuvenation Plan
Top 3/8-inch of Treated and Untreated Core Samples

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	
				Viscous	
Covington Road					
Untreated	111200	63.8	111500	49214	100050
Treated	70755	66.7	70941	28073	65150
Landings Run					
Untreated	65540	67.9	65713	24685	60900
Treated	44792	69.0	44910	16114	41919
Baker Hospital Boulevard					
Untreated	81796	65.4	82012	34122	74576
Treated	44603	68.6	44721	16330	41633
Boston Grill Road					
Untreated	69841	64.2	71814	39438	68690
Treated	54888	67.5	55032	21067	50840
Old Georgetown Road					
Untreated	89517	66.4	89753	35870	82274
Treated	44884	68.8	45002	16269	41958

Table I (Cont'd)

Pavement Technology, Inc.

Charleston County, North Carolina - 2014 Asphalt Rejuvenation Plan

Top 3/8-inch of Treated and Untreated Core Samples

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Maxville Road					
Untreated	84274	65.9	84497	34547	77111
Treated	47579	68.4	47704	17595	44341
Poe Avenue					
Untreated	91911	65.0	92153	38920	83531
Treated	50757	68.1	50891	18983	47218
Canterbury Road					
Untreated	97192	63.5	97448	43450	87225
Treated	51153	67.2	51288	19899	47270
Robert E. Lee Boulevard					
Untreated	62835	67.6	63001	23972	58262
Treated	39848	70.1	39953	13578	37575
Battalion Drive					
Untreated	94533	64.7	94783	48525	85682
Treated	33743	70.4	33832	11368	31865

Table I (Cont'd)
Pavement Technology, Inc.
Charleston County, North Carolina – 2014 Asphalt Rejuvenation Plan
Top 3/8-inch of Treated and Untreated Core Samples

Sample Identification	Viscosity 60°C, Poises	Phase Angle, °	MODULUS, 60°C, Pa		
			Complex	Elastic	Viscous
Kifford Road					
Untreated	68445	66.9	68625	26971	63103
Treated	41113	69.8	41221	14249	38680
Smith Road					
Untreated	64993	67.2	65164	25226	60083
Treated	32426	71.0	32511	10612	30730
Bear Swamp Road					
Untreated	66071	67.6	66246	25272	61236
Treated	32969	71.3	33056	10576	31319
Gardner Road					
Untreated	67441	66.5	67619	26870	62051
Treated	47166	68.5	47290	17279	44050
Pickney Street					
Untreated	71752	66.7	71941	28490	66059
Treated	67109	66.7	67286	26591	67109

PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

EXPERIENCE RECORD RECLAMITE® ASPHALT REJUVENATING AGENT

Agency & Contact Information	Project Information	Total Years Used
Spartanburg County Ron Kirby 9039 Fairforest Road, 2 nd Floor Spartanburg, SC 29301 P: 864-595-5320 E: rkirby@spartanburgcounty.org	2019 Rejuvenation 10/21/2019 – 10/26/2019 102,605 sq. yd. \$90,292.40	3
City of Rock Hill Ivan McCorkle 757 S. Anderson Rd. Rock Hill, SC 29731 P: 803-329-5607 F: 803-329-5616 ivan.mccorkle@cityofrockhill.com	2019 Pavement Rejuvenation Project 5/20/2019 – 5/24/2019 84,825 sq. yd. \$71,517.73	2
Charleston County Richard Turner 4045 Bridge View Drive North Charleston, SC 29405 P: 843-202-6155 E: rturner@charlestoncounty.org	2020 Rejuvenation 7/21/2020 – 8/27/2020 1,008,498 sq. yd. \$361,330.74	8
Town of Mt. Pleasant Daniel Williamson 100 Ann Edwards Lane Mt. Pleasant, SC 29464 P: 843-856-3080 E: dwilliamson@tompsc.com	2020 Rejuvenation 7/8/2020 – 8/12/2020 239,405 sq. yd. \$ 211,842.19	5
Town of Cary Rob Holland 400 James Jackson Cary, NC 27513 P: 919-854-6241 E: rob.holland@aecom.com	2020 Street Improvements 7/20/2020 – 8/14/2020 398,494 sq. yd. \$ 358,709.16	5

PAVEMENT TECHNOLOGY INC.

Item 5.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Experience Outline

Operations and Fleet Manager – Michael Faustini

2003 – 2018 Fleet Owner/Operator – Faustini Trucking Inc., Tampa, Florida

- Interviewing, hiring/firing of staff, payroll, log audits, DOT, safety maintenance on equipment, purchasing of equipment, packing, loading/unloading, driving, and sales.
- In 2018 the fleet was sold.

2018 – Present Pavement Technology, Inc., Westlake, Ohio

- General laborer/driver – rejuvenating agents and crack sealing roadways
- General supervisor in charge of rejuvenating agent application, crack sealing and other miscellaneous construction work
- Fleet Manager in charge of all repairs and scheduling repairs for all trucks and equipment
- Operations and Fleet Manager – in charge of scheduling and day to day operations.
- ATSSA Flagger Course
- Advanced TTC - Florida Department of Transportatio

PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD
WESTLAKE, OHIO 44145
(440) 892-1895
(800) 333-6309
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

Experience Outline

General Superintendent / Vice President – John J. Schlegel

- | | |
|----------------|--|
| 1977 - 1983 | General laborer/driver on rejuvenating and recycling projects for Pavement Technology, Inc. |
| 1983 – 1988 | General foreman in charge of rejuvenating agent application, crack filling, and other miscellaneous construction work. |
| 1988 – 1991 | Construction Manager in charge of all crew scheduling, equipment maintenance, and general construction projects. |
| 1991 – Present | General Superintendent / Vice President in charge of all construction operations. |



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 6.

ITEM TITLE:
Recommendation of Award for IFB #121020E Beaufort County Road Resurfacing Year 4 (\$1,607,321)
MEETING NAME AND DATE:
County Council – February 22, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (5 mins)
ITEM BACKGROUND:
<p>A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. On December 10, 2020, Beaufort County received two bids for IFB #121020E, and of the two Eurovia Atlantis Coast, LLC, DBA Blyth was the lowest most responsive bidder for the project.</p> <p><i>Item was approved at the County Transportation Committee Meeting January 20, 2021.</i></p> <p><i>Item was approved at the Public Facilities Committee meeting February 16, 2021.</i></p>
PROJECT / ITEM NARRATIVE:
<p>On December 10, 2020, Beaufort County received two bids for IFB #121020E, Beaufort County Road Resurfacing Year 4; Eurovia Atlantic Coast LLC, DBA Blythe and APAC-Atlantic, Inc. Analysis of the bids submitted revealed Eurovia Atlantic Coast LLC, DBA Blythe the lowest, most responsive bidder. A summary of the bid is as follows:</p> <ol style="list-style-type: none">1. Eurovia Atlantic Coast LLC, DBA Blythe: \$1,391,619.002. APAC-Atlantic, Inc.: \$1,740,608.00 <p>Eurovia Atlantic Coast LLC, DBA Blythe is the lowest, most responsive bidder and is under the engineer's estimate of \$1,774,595.00.</p>
FISCAL IMPACT:
<p>Eurovia Atlantic Coast LLC, DBA Blythe grand total including alternate is \$1,391,620.00. With a 5% contingency of \$76,539.00 and FDP Allowance of \$139,162.00, the total project cost is \$1,607,321.00. The funding for the project is Beaufort County Transportation C Funds with a current balance of \$2,540,713.00.</p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award of IFB #121020E Beaufort County Road Resurfacing Year 4 to Eurovia Atlantic Coast LLC, DBA Blythe.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award for Beaufort County Road Resurfacing Year 4 IFB #121020E to Eurovia Atlantic Coast LLC, DBA Blythe.
(Next Step – execute contract with Eurovia Atlantic Coast LLC, DBA Blythe)



COUNTY COUNCIL OF BEAUFORT COUNTY
CAPITAL PROJECTS DEPARTMENT
2266 Boundary Street, Beaufort, South Carolina 29902
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420
Website: www.beaufortcountysc.gov

TO: Chairman Kraig Gordon, Beaufort County Transportation Committee

FROM: Andrea Atherton, Beaufort County Capital Projects Director

SUBJ: **Recommendation of Award to Eurovia Atlantic Coast LLC, DBA Blythe**
Beaufort County Road Resurfacing Year 4 IFB #121020E

DATE: January 15, 2021

BACKGROUND A pavement condition report was prepared by F&ME Consultants dated July 19, 2017. This report serves as a basis for evaluating pavement maintenance and preservation methods for Beaufort County roadway network. Based on this report, the following roads were identified in the year 4 paving plan:

1. Project #1 – Micro Surfacing – Sherington Drive, Plantation Park Drive, Pin Oak Street, Ninth Avenue, Foreman Hill Road and Murray Drive
2. Project #2 – Mill and HMA Overlay – Evan Way, Marsh Road, Natures Way, Goethe Road, Cherokee Farms Road and Palmetto Business Park
3. Project #3 – HMA Overlay – Beachwood Drive, Korber Court, Johnson Road, Old Salem Road, Lake Linden Drive, Rooksbridge Drive, Paige Drive, Skoshi Court, Pony Avenue, Sunny Place and Rivers Hill Road
4. Project #4 – Preventative Maintenance Thin Lift – Sawmill Forest Drive

An Engineer’s estimate was prepared based on the costs of the completed Beaufort County Road Resurfacing Year 3 project. A summary of the estimate is as follows:

Total Estimated Project Cost: \$1,774,595.00

BIDDER INFORMATION

On December 10, 2020, Beaufort County received two bids for IFB #121020E, Beaufort County Road Resurfacing Year 4; Eurovia Atlantic Coast LLC, DBA Blythe and APAC-Atlantic, Inc. Analysis of the bids submitted revealed Eurovia Atlantic Coast LLC, DBA Blythe the lowest, most responsive bidder. A summary of the bid is as follows:

Eurovia Atlantic Coast LLC, DBA Blythe:	\$1,391,619.00
APAC-Atlantic, Inc:	\$1,740,608.00

Of the Total Estimated Project, \$139,162 is Full Depth Patch (FDP) Allowances established for the Owners benefit and will be paid only for materials actually used for allowance items.

FUNDING Eurovia Atlantic Coast LLC, DBA Blythe grand total including alternate is **\$1,391,620.00**. With a 5% contingency of **\$76,539.00** and FDP Allowance of **\$139,162.00**, the total project cost is **\$1,607,321.00**.

The funding for the project is Beaufort County Transportation C Funds with a current balance of **\$2,540,713.00**.

FOR ACTION Beaufort County Transportation Committee Meeting January 20, 2021.

RECOMMENDATION Staff recommends award to Eurovia Atlantic Coast LLC, DBA Blythe.

Attachments: 1. Eurovia Atlantic Coast LLC, DBA Blythe. Bid Tab
2. Beaufort County Engineer’s Estimate

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 6.



Project Name:	Year 4 Road Resurfacing
Project Number:	OFB 121020E
Project Budget:	
Bid Opening Date:	10-Dec-20
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
APAC - Atlantic	X	X	X	X	X	X	\$ 1,740,608.00
Eurovia Atlantic DBA Blythe	X	X	X	X	X	X	\$ 1,391,619.90

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder


ORIGINAL

THIS IS NOT AN ORDER

***Bids received after the time specified for opening cannot be considered.**

***ONE ELECTRONIC COPY TO BE SUBMITTED BY EACH BIDDER**

Dates Advertised: October 26, 2020

 <p style="text-align: center;">INVITATION FOR BID (IFB)</p>	FORMAL SEALED BID (X) REQUEST FOR QUOTE ()	
	We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.beaufortcountysc.gov and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid.	
*BIDS WILL BE RECEIVED UNTIL 3:00 P.M. ON: <p style="text-align: center;">December 10, 2020</p>	Bid No. (No., Date, Time of Opening and State License Numbers to be shown on envelope) <p style="text-align: center;">IFB #121020E</p>	
LOCAL TIME – THEN PUBLICLY OPENED IF SEALED BID BID TITLE: Beaufort County Roads Resurfacing Year 4 Projects		
PREBID CONFERENCE: A Non-Mandatory conference will be held on November 18, 2020 at 1:00 pm virtually through Webex. This is a Non-Mandatory meeting; all interested bidders are encouraged to attend. Please send your email address to David Thomas at dthomas@bcgov.net for the Webex invitation.		
David L. Thomas, CPPO Purchasing Director	Mailing Date	E-MAIL QUESTIONS TO: Dave Thomas – dthomas@bcgov.net At least 10 calendar days before bid opening. E-Mail is the preference for submitting questions
VENDOR NAME Eurovia Atlantic Coast LLC, dba Blythe	REASON FOR NO BID	
VENDOR MAILING ADDRESS PO Box 4487	AMENDMENT NUMBER(S) RECEIVED: 4 - 11/19, 11/23, 12/07, 12/08	
CITY-STATE-ZIP CODE Beaufort, SC 29906	S.C. TAX NO. 20951242-8	
TELEPHONE NUMBER 843-846-8116 TOLL FREE NUMBER N/A FAX NUMBER 843-846-9444	FEDERAL I.D. OR SOCIAL SECURITY NO. 83-1881577	
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) Jason M Ferrell	
	AUTHORIZED SIGNATURE (TYPE/TITLE) Digitally signed by Jason M Ferrell Jason M Ferrell Beaufort Area Manager Date: 2020.12.10 13:00:23 -05'00'	
Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00		

BID ACCEPTANCE AND DELIVERY (Bid prices must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ___ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ___ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than one hundred and twenty (120) days after issue date of purchase order. The Beaufort County Engineer's Office or any other Beaufort County Department at their option shall be eligible for use of any contract awarded pursuant to this solicitation. **Important** If you consider these specifications as restrictive, see General Provisions, Paragraph #20, and DISCREPANCIES. Discount will be allowed as follows: Thirty (30) - calendar days ___ percent.

BID FORM

THIS BID SUBMITTED TO: Beaufort County Engineering Department
TITLE OF WORK: Beaufort County Roads Resurfacing-Year 4 Projects
LOCATION OF WORK: Beaufort County

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. Bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work (including shoulder fill, thermos plastic pavement markings and rpm's) by June 30, 2020.**

Bidder acknowledges receipt of the following addenda:

(4) - 11/19, 11/23, 12/07, 12/08

5. In accordance with the Agreement, damages for delay are **\$2,000 per day.**
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent **(10%)**. If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent **(5%)**.

IFB # 121020E

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder 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 subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Eurovia Atlantic Coast LLC, dba Blythe

Contractor

Jason M Ferrell

Digitally signed by Jason M Ferrell

Date: 2020.12.10 12:59:44 -05'00'

(Signature)

Jason M Ferrell - Beaufort Area Manager

Name and Title of Signer

12/10/2020

Date

IFB # 121020E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)
) ss.
County of Beaufort)

Jason M Ferrell Being first duly sworn,
deposes and says that:

He is Representative (Owner, Partner, Officer,
Representative, or Agent) of the Bidder that has submitted the attached Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit
a collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted to or refrain from bidding in connection with such Contract, or has in any collusion or
communication or conference with any other Bidder, firm or person to fix the price or prices in the
attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price or
the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against Beaufort County or any person interested in the proposed Contract;
and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of
its agents, representative, owners, employees, or parties in interest, including this affiant.

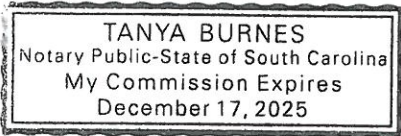
Name Jason M Ferrell

Title Beaufort Area Manager

Subscribed and sworn to before me this

10th Day of December, 20 2020.

Tanya Burnes (SEAL)
Notary Public Title



My commission expires: 12/17/2025

IFB # 121020E

CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.

Jason M
Ferrell

Digitally signed by Jason M Ferrell	Jason M Ferrell - Beaufort Area Manager	12/10/2020
Signature	Typed Name and Title	Date
Date: 2020.12.10 12:59:01 -05'00'		

A. GENERAL

- A.1 Submit to: Beaufort County, SC
- A.2 Name of Project (if applicable): [Project Title] IFB 121020E
[Project Location] _____
- A.3 Contractor: _____
- A.4 Name: Eurovia Atlantic Coast LLC, dba Blythe
Mailing Address: PO Box 4487 - Beaufort, SC 29903
Street Address: 42 Jeter Road - Beaufort, SC 29906
Telephone Number (including area code): 843-846-8116
Facsimile Number (including area code): 843-846-9444
Contact Person: Jason M Ferrell
Contact Person's Telephone Number: 843-846-8116
South Carolina Contractor's License Number: 121872

B. BUSINESS ORGANIZATION

- B.1 Check type of business organization:
Corporation _____ Individual _____ Partnership _____
(Name of Partners) _____
Joint Venture _____ Other LLC
- B.2 If a corporation: _____
State of Incorporation: Delaware
If not incorporated in South Carolina, State Corporation Commission Registration Number:
180913-1751253
Date of Incorporation: 09/07/2018
Federal I.D. Number: 83-1881577

Name Address Phone No. Position Yrs. in

Officers:

President: Alan Cahill 40

Vice President(s): Rodney Lane 35

Secretary: P. Frederick O'Dea Jr. 35

Treasurer: P. Frederick O'Dea Jr. 35

Are you a Subchapter S Corporation: Yes No

Name Address Phone No.

Subchapter S Shareholders: N/A

B.3 If a partnership:

Date of Organization: N/A

Type of partnership:

List of General Partners:

Name Address & Phone No. Years as GP

B.4 If individually owned:

Name, address, and phone number of sole-proprietor: N/A

Years in business:

B.5 Have you ever operated under another name? Yes _____ No X

If yes,

All other business names and addresses of principal placed of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

G121872

C. BONDING

C.1 Bonding Agent: Wes Williams

Name: AON

Address: 3550 Lennox Road NE, Atlanta, GA 30326

Telephone Number (including area code): 404-261-3400

Contact Person: Wes Williams

C.2 Bonding Company: Liberty Mutual Insurance Company

Name: _____

Address: 175 Berkley Streer, Boston, MA 02116

Telephone Number (including area code): 617-357-9500

Contact Person: _____

Best's Key Rating of bonding company: "A" rated by AM Best

C.3 Number of years this bonding company has acted as surety for you: 2 years

C.4 Bonding Capacity: Maximum single job size: 250 Million

Total bonding limit: 1.5 Billion

C.5 Do you intend to use any alternative form of security? No
If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: _____

Bank or Savings & Loan: _____

Contact: _____

Address & Phone No.: _____

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No X

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No X

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y ___ N X

b) Ever been found to be guilty of charges relating to conflicts of interest: Y ___ N X

- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y ___ N X
- d) In the last five years, been found guilty of any minority contracting law violations? Y ___ N X
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y ___ N X
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y ___ N X
- g) Ever been terminated on a contract due to your default? Y ___ N X
- h) In the last five years, paid liquidated damages for being late on a project? Y ___ N X
- i) In the last five years, been subject to tax collection proceedings? Y ___ N X
- j) In the last seven years, filed for bankruptcy? Y ___ N X

If the answer to j) was yes, under what chapter of bankruptcy did you file?

If you filed under Chapter 11 Reorganization, how long did you operate under this status? _____

Are you operating under Chapter 11 status now? Y ___ N ___

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?
Y ___ N X

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

D.2 List your workman's compensation experience modifier for the last three years.

0.79, 0.72, 0.74

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers: SEE ATTACHMENT

Major Subcontractors: SEE ATTACHMENT

Financial Institutions: Wells Fargo

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion:**

Company Name: Eurovia Atlantic Coast LLC, dba Blythe

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or No.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature Jason M Ferrell Digitally signed by Jason M
Ferrell
Date: 2020.12.10 12:58:06 -05'00'

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 the 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, or 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 121020E, dated 12/10/2020.

Company Name: EAC LLC, dba Blythe Principal Name: _____

Company Address: 42 Jeter Road - Beaufort, SC 29906

Secretary of State Designation: (Corporation, Individual, Partnership, Other) LLC

Beaufort County Business License/Classification: 19647 - Commercial & Institutional B

Tax Obligation Current: Yes

Signature of Principal/Date: Jason M Ferrell Digitally signed by Jason M Ferrell 12/10/2020

Witness/Date: Janyce Barnes 12/10/2020 Date: 2020.12.10 12:57:28 -05'00'

Good Faith Efforts Checklist

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

- Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip.
The notice should contain the following:
 - Bidder’s name and contact information
 - Project name and number
 - Scope of work/bid packages available for subcontracting
 - Information on availability of plans and specifications
 - Bidder’s insurance, bonding, and financial requirements
- Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. These exhibits are available on the Beaufort County website (www.beaufortcountysc.gov) under the Purchasing Department page.

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

Eurovia Atlantic Coast LLC, dba Blythe

Name of Company

Jason M Ferrell

Owner or Authorized Representative Name

Signature

Beaufort Area Manager

Title

12/10/2020

Date

Exhibit 1 Non-Discrimination Statement

This form is due with the bid package.

The bidder certifies the following:

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

Name of Company

Eurovia Atlantic Coast LLC, dab Blythe

Owner or Authorized Representative Name

Jason M Ferrell

Signature of Owner or Authorized Representative

Title

Beaufort Area Manager

Date

12/10/2020

**EXHIBIT 2
Outreach Documentation Log**

Bidder Name: Eurovia Atlantic Coast LLC, dba Blythe
Bid No.: 121020E
Bid Date: 12/10/2020
Project Name: Beaufort County Roads Resurfacing Year 4

LIST INFORMATION FOR THE SMBs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION IN THE REFERENCED PROJECT:

Name of SMB	Source, e.g. OSMBA or SCDOT, if applicable	City	State	Trade/Commodity	Email/Fax Sent e.g. Email	Response, e.g No Response, Will Quote, Will Not Quote	Result, e.g. Accepted, Not Included
G & J Trucking, LLC	OSMBA	Hilton Head	SC	Haul	email	will quote	accepted
Delta Diva Trucking, LLC	OSMBA	Beaufort	SC	HAul	email	will quote	accepted

The undersigned confirms contacting the above listed SMBs regarding subcontracting and/or purchase opportunities for the referenced contract.

Representative Name: Jason M Ferrell Title: Beaufort Area Manager
 Signature: _____ Date: 12/10/2020

**EXHIBIT 3
Proposed Utilization Plan**

Bidder Name: Euvoriva Atlantic Coast LLC, dba Blythe
Bid No.: 121020E
Bid Date: 12/10/2020
Project Name: Beaufort County Roads resurfacing Year 4

LIST INFORMATION FOR THE SMBs YOU INTEND TO UTILIZE FOR THE REFERENCED PROJECT:

Name of SMB Firm	City	State	Tel # with Area Code	Point of Contact	Trade/Commodity	Contract/PO Amount
G&J Trucking LLC	Hilton Head	SC	843-227-4197	Edith Smith	Haul	\$ 8,400.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Total Anticipated SMB
 Participation Dollar
 Value \$ 8,400.00

The undersigned proposes to enter into a formal agreement with the SMBs identified for work and value listed conditioned upon execution of a contract with Beaufort County for the referenced project.

Representative Name: Jason M Ferrell

Title: Beaufort Area Manager

Signature: _____

Date: 12/10/2020



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB #010821 – Evergreen Regional Pond (\$746,602.88)
MEETING NAME AND DATE:
County Council – February 22nd, 2021
PRESENTER INFORMATION:
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director (<i>Alternate</i>) (5 min)
ITEM BACKGROUND:
November 28, 2018 - Grant awarded to Beaufort County December 11, 2020 – IFB posted on Vendor Registry February 10th, 2021 – Presented at the Stormwater Utility Board Meeting February 16 th , 2021 – Approved at Public Facilities Committee
PROJECT / ITEM NARRATIVE:
As development pressures increase in the County, there is a continuous need to protect our creeks and rivers in the area. Therefore, Beaufort County Stormwater applied and received a Federal 319 Grant in an agreement with SC Department of Health and Environmental Control (DHEC) to build a Stormwater pond upstream of the Okatie River to treat runoff from Highway 170. Beaufort County Stormwater has recommended the contract for construction be awarded to CBG, Inc. the lowest, most responsible bidder.
FISCAL IMPACT:
CBG, Inc. provided a bid of \$678,729.89 . With a 10% contingency of \$67,872.99 , the total project cost is \$746,602.88 . Funding for the project will include a DHEC grant of \$229,124.00. The remaining funding will come from budgeted construction funds from the Stormwater Utility Fund that currently has a balance of \$840,000 .
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award of IFB #010821 – Evergreen Regional Pond to CBG, Inc.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award for IFB#010821 – Evergreen Regional Pond to CBG, Inc. <i>(Next Step – Upon approval, move forward with Award to CBG, INC)</i>

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 7.



Project Name:	Evergreen Regional Pond
Project Number:	IFB 010821
Project Budget:	
Bid Opening Date:	8-Jan-21
Time:	3:00PM
Location:	Beaufort County Purchasing Department
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
CBG	X	X	X	X		X	\$ 678,729.89
Cleland Site Prep	X	X	X	X	X	X	\$ 797,839.50
JR Wilson Construction Co. Inc.	X	X	X	X	X	X	\$ 694,982.00
Gulf Stream Construction Company, Inc.	X	X	X	X	X	X	\$ 1,920,236.29
JS Construction Services Inc.	X	X	X	X	X	X	\$ 836,072.00
Sandhill ALS Construction Inc.	X	X	X	X		X	\$ 1,219,065.00
L-J Inc.	X	X		X		X	\$ 923,390.50

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services (no fiscal impact)
MEETING NAME AND DATE:
County Council – February 22, 2021
PRESENTER INFORMATION:
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
ITEM BACKGROUND:
This item was presented and approved by the Airports Board on January 21, 2021. This item was presented and approved by the Public Facilities Committee on February 16, 2021.
PROJECT / ITEM NARRATIVE:
The Town of Hilton Head and Beaufort County find it desirable to enter into a Mutual Aid Agreement for the following purposes: <ul style="list-style-type: none">• Protection of lives and property within the Town and the County;• To augment the capabilities of each Department;• To clarify their respective roles and responsibilities when dealing with emergencies both on and off of Airport property.
FISCAL IMPACT:
No fiscal impact.
STAFF RECOMMENDATIONS TO COMMITTEE:
Renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services (no fiscal impact)
OPTIONS FOR COUNCIL MOTION:
Motion to approve the renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services. Motion to deny the renewal of Hilton Head Island Airport Mutual Aid Agreement with the Town of Hilton Head for coordinated Fire Rescue Services. <i>Next step: Execution of the Hilton Head Island Airport Mutual Aid Agreement.</i>

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
 COUNTY OF BEAUFORT)

THIS AGREEMENT is made and entered into this ____ day of January 2021 by and between the Town of Hilton Head Island, South Carolina (hereafter referred to as the “Town) and the County of Beaufort, South Carolina (hereinafter referred to as the “County”).

WHEREAS, the Hilton Head Island Airport, a facility owned and operated by the County, lies within the incorporated limits of the Town, and

WHEREAS, the Town maintains Hilton Head Island Fire Rescue (hereinafter referred to as the “Fire Rescue”) for the purposes of protection of lives and property within the Town and the County maintains Aircraft Rescue and Firefighting ((hereinafter referred to as the “ARFF”) for similar purposes within the Airport, and

WHEREAS, the Town and County recognize the benefit to the public of these two Departments engaging in collective efforts in the areas of planning, training, coordination, and response, and

WHEREAS, the Town and County find it desirable to enter into a Mutual Aid Agreement to achieve this purpose and to augment the capabilities of each Department and to clarify their respective roles and responsibilities when dealing with emergencies both on and off of Airport property;

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the County, the parties hereto agree as follows:

1. Aircraft Emergencies Off Airport Property

- a. Fire Rescue will have primary responsibility for all aircraft emergencies that occur outside the boundaries of the Airport, and within the Town limits. Beaufort County Aircraft Rescue and Firefighting (ARFF) will automatically be included on the initial dispatch for aircraft events off Airport property.
- b. The ARFF resource designated for automatic response is:
 - One (1) Apparatus meeting at least the minimum standard for Index A Class I ARFF Response Vehicle.
 - The dispatched apparatus will be identified in Fire Rescue Standard Operating Guidelines (SOG) and Computer Aided Dispatch (CAD) response assignments.

2. Potential and On Property Aircraft Emergencies

- a. ARFF will have primary responsibility for all actual or possible aircraft emergencies within the boundaries of the Airport that are not inside a structure.

- b. When notified by Airport Tower staff or another Air Traffic Control Point of an inbound aircraft experiencing difficulty, ARFF will:
- Assign an Alert Level to the event using the criteria below,
 - Advise the Town's E911 Communications Center of the situation,
 - Request the dispatch of the Fire Rescue resources specified for that Alert Level.
- c. Alert Level 1: Indicates an aircraft is having minor difficulties. A safe landing is expected.
- Fire Rescue will not automatically respond to Alert Level I situations
 - Fire Rescue may be requested by the ARFF Incident Commander
- d. Alert Level 2: Indicates an aircraft is having major difficulties. A difficult or crash landing may be expected.
- ARFF will request Fire Rescue resources based on the aircraft.
 - If requested for an Alert Level 2 the Communication Center will dispatch:
 - One (1) Engine Company
 - One (1) Medic Unit
 - Battalion Chief
 - Fire Rescue Command Staff
 - Dispatch will make the following notification
 - Deputy Fire Chief – Operations

If the event becomes a confirmed aircraft accident, the ranking member of Fire Rescue present will, establish command and declare a working incident. The Communications Center will upgrade the response to an Alert Level 3.

- e. Alert Level 3: Indicated that an aircraft has crashed on or off the airport, or there is a high probability the aircraft will crash, or the pilot has indicated that the aircraft landing gear will not work and, therefore, the pilot will have to crash land on the airport.
- Fire Rescue resources designated for response are:
 - Two (2) Engine Companies
 - Two (2) Medic Units
 - One (1) Truck Company
 - Battalion Chief
 - Dispatch will make the following notification
 - Deputy Fire Chief – Operations

If the event becomes a confirmed aircraft accident, the ranking member of Fire Rescue present will, establish command and declare a working incident. The Working Incident declaration will notify all other Fire Rescue Command Staff.

The Incident Commander may request additional Fire Rescue resources as needed.

4. **Dispatching**

- a. The Town's 911 Communications Center shall provide all necessary daily and emergency dispatching services to ARFF in compliance with the policies and procedures established by the Communications Center, ARFF, and Fire Rescue.
- b. ARFF will follow the communications policies/terminology utilized by the Town's E911 Communications Center and Fire Rescue.

5. **Miscellaneous Provisions**

- a. All Other Type Fires: Fire Rescue will have primary responsibility for all actual or possible fires within the boundaries of the Airport except for aircraft emergencies outside a structure. ARFF will provide the initial response to all fires and begin immediate investigation, suppression and lifesaving actions.
- b. Medical Emergencies: Fire Rescue will have primary responsibility for all medical emergencies, which occur within the boundaries of the Airport, and shall assume command of such responses upon arrival, as necessary.

ARFF will respond to render support and may begin to provide medical assistance within the scope of their training and authority when their personnel arrive first on all medical emergencies within the airport boundaries.

- c. Hazardous Materials Incidents: ARFF will have initial responsibility for all hazardous materials incidents, which occur within the boundaries of the Airport. Fire Rescue will, when requested, respond and assume command of the incident, if needed.
- d. ARFF will, upon request, assist Fire Rescue in obtaining a Temporary Flight Restriction (TFR) over any type of emergency scene when such an action is necessary to ensure responder safety or aid in incident stabilization.
- e. The rendering of assistance by a responding party under the terms of this Agreement shall be without compensation and at no cost to the requesting party.

6. **Term**

This Agreement shall be effective from the date of execution for a period of one (1) year and shall automatically renew for a period of one (1) year unless terminated. The agreement shall not be renewed for a total term of more than five (5) years.

7. **Termination.**

The Town or County may terminate this Agreement in whole or in part for convenience with ninety (90) days prior written notice. The selected termination date cannot fall during Hurricane Season (June 1st through November 30th) unless by mutual agreement.

8. Court Decisions

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.

9. Governed by South Carolina Law

This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

10. Modification of Agreement

This Agreement may not be modified unless such modification is in writing and signed by both parties.

11. Assignment of Agreement

Neither party may assign this Agreement without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written hereinabove.

COUNTY OF BEAUFORT

WITNESS

By:

Eric Greenway
Interim County Administrator

WITNESS

TOWN OF HILTON HEAD ISLAND

WITNESS

By:

Joshua A. Gruber
Interim Town Manager

WITNESS