



**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

**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](http://www.beaufortcountysc.gov)

# County Council Agenda

## County Council of Beaufort County

**Monday, June 28, 2021 at 6:00 PM**

This meeting will be held both in person at County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Council Member Howard
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
6. ADMINISTRATOR'S REPORT
7. PROCLAMATION HONORING CLARENCE "C.J." CUMMINGS
8. PROCLAMATION HONORING MRS. CHMELIK FOR HER SERVICE TO BEAUFORT COUNTY BOARDS AND COMMISSIONS
9. PRESENTATION BY PORT ROYAL SOUND FOUNDATION (DEAN MOSS)

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### CITIZEN COMMENTS

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10. CITIZEN COMMENTS- CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK:](#)

Meeting number (access code): 161 4154 7770

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 meetings, refraining from the use of profane, abusive, or obscene language)**

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### LIAISON AND COMMITTEE REPORTS

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11. LIAISON AND COMMITTEE REPORTS

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### PUBLIC HEARINGS AND ACTION ITEMS

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12. APPROVAL OF CONSENT AGENDA (PAGE 3)

- [13.](#) RESOLUTION DESIGNATING TWO NEW PUBLIC WORKS ENFORCEMENT OFFICERS
- [14.](#) THIRD READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA PURSUANT TO ORDINANCE NO. 2021/\_\_\_\_; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVEMENTS PLAN, AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE  
*Vote at First Reading: August 10, 2020 – 5:4*  
*Public Hearing: September 14, 2020, (Council voted without objection to postpone the item until October 12, 2020*  
*Second Reading: October 12, 2020, Agenda was amended to remove the item.*  
*Vote at Second Reading: May 24, 2021 – 9:2*
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT  
*Vote at First Reading: April 12, 2021 - 8:3*  
*Public Hearing: April 26, 2021*  
*Vote at Second Reading: April 26, 2021 - 7:4*
- [16.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED AND WAIVER OF REVERTER FOR REAL PROPERTY LOCATED AT 1508 OLD SHELL ROAD WITH TMS NO. R100 011 000 105A 0000  
*Vote at First Reading: May 24, 2021 - 11:0*  
*Vote at Second Reading: June 14, 2021 - 11:0*
- [17.](#) SECOND READING OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 5.23 ACRES (R100 027 000 042B 0000) AT 335 JOE FRAZIER RD FROM T2 RURAL TO T2 RURAL CENTER  
*Vote at First Reading: June 14, 2021 - 8:3*

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### DISCUSSION ITEMS

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- [18.](#) CITIZEN COMMENTS - CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:  
[MEETING LINK:](#)  
 Meeting number (access code): 161 4154 7770  
 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 meetings, refraining from the use of profane, abusive, or obscene language)**
- [19.](#) ADJOURNMENT

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## CONSENT AGENDA

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### Items Originating from the Finance Committee

1. THIRD READING OF AN ORDINANCE FOR THE FY2021 BEAUFORT COUNTY BUDGET AMENDMENT  
*Vote at First Reading: May 24, 2021 - 11:0*  
*Vote at Second Reading: June 14, 2021 - 11:0*  
*Public Hearing: June 14, 2021*
  
2. FINANCE COMMITTEE'S RECOMMENDATION FOR FY22 CONTRACT RENEWAL APPROVALS OVER \$100,000 FROM VARIOUS DEPARTMENTS TO COUNTY COUNCIL
  - A. SHI - MICROSOFT 365 RENEWAL - \$471,148.03
  - B. MANATRON (AUMENTUM) - PROPERTY ASSESSMENT TAX SOFTWARE - \$241,922.72
  - C. TYLER TECHNOLOGIES - ANNUAL SUPPORT LICENSE MUNIS - \$233,365.93
  - D. TYLER TECHNOLOGIES (ENERGOV) - \$174,535.28
  - E. NWN (CISCO SMARTNET) - PHONE SYSTEM GEAR NETWORK - \$172,820
  - F. THINKGUARD - OFFSITE DISASTER RECOVERY - \$121,543

### Items Originating from the Public Facilities Committee

3. RESOLUTION REVISING RESOLUTION 2020/26 REFLECTING THE APPROPRIATE AMOUNT OF CDBG AND LOCAL FUNDING CONTAINING THE REQUIRED COST SAVINGS LANGUAGE FOR THE DETOUR ROAD SIDEWALK EXTENSION PROJECT
  
4. A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018
  
5. PUBLIC FACILITIES COMMITTEE'S RECOMMENDATION FOR FY22 CONTRACT RENEWAL APPROVALS OVER \$100,000 FROM VARIOUS DEPARTMENTS TO COUNTY COUNCIL
  - A. WASTE MANAGEMENT HICKORY HILL LANDFILL - SOLID WASTE - \$3,000,000
  - B. REPUBLIC WASTE SERVICES - SOLID WASTE HAULING - \$2,060,000
  - C. OAKWOOD LANDFILL WASTE MANAGEMENT RIDGELAND - DISPOSAL OF CLASS II - \$377,000
  - D. SOUTH COAST RESOURCES INC - YARD WASTE RECYCLING - \$248,000
  - E. ECOFLO - HOUSEHOLD HAZARDOUS WASTE - \$183,700
  - F. DOLPHIN SHARED MANAGEMENT - DAUFUSKIE TRANSFER SOLID WASTE - \$145,000
  - G. POWERHOUSE - ELECTRONIC WASTE - \$110,000
  - H. C2G - WASTE TIRE HAULING - \$108,000
  - I. A&B CLEANING SERVICES INC. - CLEANING FOR COUNTY FACILITIES - \$630,000
  - J. TETRA TECH INC - STORM DEBRIS REMOVAL ETC. - ONLY WILL COST IF UTILIZED
  
6. HILTON HEAD ISLAND AIRPORT (HXD) – AIRCRAFT RESCUE AND FIRE FIGHTING CLASS 4 TRUCK – OSHKOSH AIRPORT PRODUCTS (*FISCAL IMPACT: OSHKOSH AIRPORT PRODUCTS BID - \$653,626.00 FAA 100% GRANT-REIMBURSABLE*)
  
7. HILTON HEAD ISLAND AIRPORT (HXD) – CONTRACT CHANGE ORDER NO. FOUR – QUALITY ENTERPRISES USA, INC. – RUNWAY 3 EXTENSION (*FISCAL IMPACT: INCREASE CONTRACT AMOUNT BY \$264,341,38 (95% IS GRANT-REIMBURSABLE)*)
  
8. RECOMMENDATION OF AWARD– NON-COMPETITIVE CONTRACT WITH UNIVERSITY OF SOUTH CAROLINA BEAUFORT (USCB) WATER QUALITY LAB (\$170,000.00)

- [9.](#) RECOMMENDATION OF AWARD FOR IFB #061421– US-278 FLYOVER DRAINAGE EROSION IMPROVEMENTS (\$162,283.00)
- [10.](#) RECOMMENDATION OF AWARD FOR IFB #051321 – BREWER MEMORIAL STORMWATER IMPROVEMENTS (\$371,212.71)
- [11.](#) LAND ACQUISITION – FACTORY CREEK M2 PROJECT – PARCEL #R200 015 000 0559 0000 (\$1.00)
- [12.](#) RECOMMENDATION OF AWARD FOR IFB #052721 S. O. ADMINISTRATION BUILDING HVAC REPLACEMENT AT 1501 BAY STREET (\$983,059.00)

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**END OF CONSENT AGENDA**

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**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

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# County Council Meeting Minutes

## County Council of Beaufort County

Monday, April 12, 2021 at 6:00 PM

This meeting was held both in person at County Council Chambers, and also virtually through Zoom.

### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 6:30 PM

### PRESENT

Chairman Joseph Passiment

Council Member Logan Cunningham

Council Member Gerald Dawson

Council Member Brian Flewelling

Council Member York Glover

Council Member Chris Hervochon

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

Council Member Stu Rodman

Vice-Chairman Paul Sommerville

### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Brian Flewelling led the Pledge of Allegiance and gave the invocation.

### 3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Chairman Passiment stated public notice of this meeting had been published, posted, and distributed in compliance with the SC FOIA Act

### 4. APPROVAL OF AGENDA

**Motion to Amend:** It was moved by Council Member Flewelling, Seconded by Council Member York Glover to remove item number 18; second reading of an Ordinance approving the intergovernmental agreements between Beaufort County, Port Royal, and the City of Beaufort and Amending prior Ordinances regarding the Multi-County Industrial Parks for Project Burger, Garden, Glass, and Stone and add to this item to the April 26th County Council Meeting. Motion to amend was approved without objection.

**Main Motion:** It was moved by Council Member Rodman, seconded by Council Member Alice Howard to approve the agenda as amended. Motion approved without objection.

### 5. APPROVAL OF MINUTES

**Motion:** It was moved by Council Member Rodman, Seconded by Council Member Lawson to approve the minutes of January 25, 2021. Motion approved without objection.

**6. ADMINISTRATOR'S REPORT**

To see Interim County Administrator, Eric Greenway's report please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**7. PROCLAMATION PRESENTED TO HOPEFUL HORIZONS FOR SEXUAL ASSAULT AWARENESS MONTH**

Council Member Larry McElynn read and presented a proclamation to Hopeful Horizons.

**8. ALCOHOL AWARENESS MONTH**

Council Member Larry McElynn read and presented a proclamation to The Beaufort County Alcohol and Drug Abuse Division.

**9. CITIZENS COMMENTS**

Eric Lawson spoke against wearing a mask.

City of Beaufort Mayor Stephen Murray spoke in support of the Local Option Sales Tax.

Bluffton Mayor Lisa Sulka spoke in support of the Local Option Sales Tax.

Greg John spoke in support of rezoning his property on May River road.

Mike Thompson spoke in support of the noise ordinance and enforcing it.

Anne Marie spoke against the mask ordinance.

**EXTEND PAST 8 O'CLOCK HOUR**

**Motion:** It was moved by Council Member Hervocho, Seconded by Council Member Cunningham to extend past 8:00 pm.

**Motion to Amend:** It was moved by Council Member Stu Rodman, Seconded by Council Member Alice Howard to amend the motion to include extending past 8:00 pm but not past 9:00 pm.

**The Vote** - Voting Yea: Council Member Rodman, Council Member Howard, Council Member Flewelling, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Sommerville, Council Member Passiment. Voting Nay: Council Member Cunningham, Council Member Dawson, Council Member Hervocho. Motion passed 8:3.

**Main Motion:** Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling, Council Member Cunningham. Voting Nay: Council Member Dawson. Motion passed 10:1.

**CONTINUATION OF CITIZEN COMMENTS**

Mr. and Mrs. Decker spoke for the rezoning of the property on May River Road.

Blane McClure spoke in support of the rezoning of the property on May River Road.

Leah McCarthy spoke against renewing the mask ordinance.

Don Daville spoke against the mask mandate.

Shannon Folcroft spoke against the mask mandate.

Katie Vernon spoke against the mask mandate.

Molly Sandman spoke against the mask mandate.

Melissa Tullino spoke against the mask mandate.

Jennifer Yeager spoke against the mask mandate.

Bonnie Miller spoke against the mask mandate.

Cherry Norris spoke against the mask mandate.

## 10. LIAISON AND COMMITTEE REPORTS

Council Member McElynn stated the following items were coming forward from the Community Services and Public Safety Committee for consideration for approval on the consent agenda:

- A resolution accepting the donation of playground equipment from the Daufuskie Island Council and authorizing the County Administrator to execute documentation associated with the acceptance of the donation.
- Resolution to commission an animal service officer.

Council Member Lawson stated the following items were coming forward from the Finance Committee for consideration for approval on the consent agenda:

- Third reading of an ordinance approving the 2021 awards of local Accommodations and Hospitality
- Second reading of an ordinance to use \$5 million in fund balance to defease bonds.

Council Member Howard stated the following items were coming forward from the Natural Resources Committee for consideration for approval on the consent agenda:

- Contract to award itb031021 for purchase of timber to s. A. Allen timber company
- A resolution to authorize the interim county administrator to execute a joint ownership And operating agreement between Beaufort county and the town of Hilton Head Island for The property known as ford shell ring preserve
- A resolution to authorize the Interim County Administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and historic Mitchelville Freedom park for the property known as the beach city road parcels.

Council Member Sommerville stated the following items were coming forward from the Executive Committee for consideration for approval on the consent agenda:

- A resolution to set forth a uniform policy for processing, responding to, and tracking requests for public records in compliance with the FOIA act SC Code of Laws 30-4-10 et seq.
- A resolution to authorize the Interim County Administrator to accept FAA grants.
- A resolution authorizing the settlement of claims related to the care environmental waste disposal site.

## 11. CONSENT AGENDA

Council Member Flewelling requested item number 8, A resolution to set forth a uniform policy for processing, responding to, and tracking requests for public records in compliance with the FOIA act SC Code of Laws 30-4-10 et seq. be removed from the consent agenda.

**Motion:** It was moved by Council Member Rodman, Seconded by Council Member Dawson to approve the consent agenda minus item number 8. Motion approved without objection.

## 12. AN ORDINANCE EXTENDING THE STATE OF EMERGENCY

**Motion:** It was moved by Council Member Howard, Seconded by Council Member Glover to approve an emergency ordinance extending the state of emergency.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote - Voting Yea:** Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Cunningham. **Voting Nay:** Council Member Hervochon, Council Member

Flewelling. Motion passed 8:3.

**13. AN EMERGENCY ORDINANCE REQUIRING THE WEARING OF FACE COVERINGS UNDER CERTAIN CIRCUMSTANCES**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve an emergency ordinance requiring face coverings in certain circumstances.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Hervocho, Council Member Lawson, Council Member Flewelling, Council Member Cunningham. The motion was defeated 7:4. (8 yes votes were needed)

**14. FIRST READING OF AN ORDINANCE TO MAKE PERMANENT THE PREVIOUSLY ADOPTED EMERGENCY RESOLUTION ALLOWING FOR ELECTRONIC OR HYBRID MEETINGS, AND OTHER MATTERS RELATED THERETO**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Glover to approve first reading of an ordinance to make permanent the previously adopted resolution allowing for electronic meetings.

**Motion to Amend:** It was moved by Council Member Cunningham, seconded by Council Rodman to remove County Council meetings from being able to attend in person.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervocho, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Rodman, Council Member Dawson, Council Member Flewelling, Council Member Cunningham. Motion to amend was defeated 4:7.

**Back to Main Motion: The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Hervocho, Council Member Flewelling, Council Member Cunningham. Motion passed 8:3.

**15. FIRST READING OF AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT**

**Motion:** It was moved by Council Member McElynn, Seconded by Council Member Glover to approve first reading of an ordinance to call for a referendum regarding form of government.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Hervocho, Council Member Flewelling, Council Member Cunningham. The motion passed 8:3.

16. **AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT LOCAL OPTION SALES AND USE TAX WITHIN BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-10-10 ET SEQ., OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSE OF THE TAX; TO IMPOSE CONDITIONS AND RESTRICTIONS UPON THE USE OF THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM FOR THE IMPOSITION OF THE TAX; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, AND OTHER MATTERS RELATING THERETO.**

**Motion:** It was moved by Council Member Howard, Seconded by Vice-Chairman Sommerville to approve an ordinance regarding L.O.S.T.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling. Voting Nay: Council Member Hervochon, Council Member Rodman, Council Member Cunningham. Motion passed 7:3. Council Member Dawson was absent.

17. **SECOND READING OF AN ORDINANCE TO ESTABLISH THE INITIAL RESIDENTIAL SOLID WASTE FEE AS A UNIFORM SERVICE CHARGE FOR THE SOLID WASTE AND RECYCLING ENTERPRISE SYSTEM FOR BEAUFORT COUNTY TO FUND THE PLANNING, DESIGNING, CONSTRUCTING, AND MAINTAINING SOLID WASTE AND RECYCLING MANAGEMENT PROGRAMS, PROJECTS, AND FACILITIES; AND OTHER MATTERS RELATED THERETO**

**Motion:** It was moved by Council Member Lawson, Seconded by Council Member Rodman to approve second reading of an ordinance to establish the initial residential solid waste and recycling fee as a uniform service charge.

**Motion to Amend:** It was moved by Council Member Flewelling, Seconded by Council Member Howard to amend item changing it from a solid waste fee as a uniformed service charge to a millage rate calculation.

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Flewelling, Council Member Cunningham. Motion passed 10:0.

**Main Motion:** Motion approved without objection.

18. **SECOND READING OF AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY, PORT ROYAL, AND THE CITY OF BEAUFORT- PROJECT BURGER, GLASS, GARDEN, AND STONE**

This item was deferred and will come back before Council on April 26th.

19. **THIRD READING OF AN ORDINANCE REGARDING A ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER.**

**EXTEND PAST 9 O’CLOCK**

**Motion:** It was moved by Council Member Rodman, Seconded by Council Member Cunningham to extend the meeting to 9:15 PM. Motion passed 9:1. Council Member Glover voted against extending.

**Motion:** It was moved by Council Member Lawson, Seconded by Council Member Cunningham to approve third reading of an ordinance regarding a zoning map amendment rezoning request.

**The Vote** - Voting Yea: Chairman Passiment, Council Member Hervochon, Council Member Rodman, Council Member Lawson, Council Member McElynn, Council Member Flewelling, Council Member Cunningham. Voting Nay: Vice Chairman Sommerville, Council Member Glover, Council Member Howard. Motion passed 7:3.

## 20-25. BOARDS AND COMMISSIONS

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Flewelling to approve all boards and commission recommendations. Motion approved without objection.

- Recommendation to the Governor's office for reappointment of Pamela Brandon-Hennigh to the Disabilities and Special Needs board.
- Reappointment of Natalie Hefter to the Historic Preservation Review Board.
- Reappointment of Katrina Epps to the Historic Preservation Review Board.
- Reappointment of Art Baer to the Rural and Critical Lands Preservation Board.
- Appointment of James Bennett to the Rural and Critical Lands Preservation Board.
- Reappointment of Walter Mack to the Rural and Critical Lands Preservation Board.

## 26. 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.

**Motion:** It was moved by Council Member McElynn, Seconded by Vice-Chairman Sommerville to approve a resolution for a uniform policy for processing, responding to, and tracking requests for public records.

**Discussion:** To see the full discussion click the link below.

<https://beaufortcountysc.new.swagit.com/videos/118443>

**The Vote** - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Hervochon, Council Member Flewelling, Council Member Cunningham. Motion passed 7:3.

## 27. ADJOURNMENT

The meeting adjourned at 9:10PM

8.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council  
Ratified:



**County Council of  
Beaufort County  
Caucus**

**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

**County Administrator**

ERIC GREENWAY

**Clerk to Council**

SARAH W. BROCK

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Beaufort County Government

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## County Council Caucus Minutes

**Monday, April 12, 2021 at 5:00 PM**

This meeting will be held both in person at County Council Chambers, and also virtually through Zoom.

### 1. CALL TO ORDER

Committee Chairman Passiment called the meeting to order at 5:00 PM.

### PRESENT

Chairman Joseph F. Passiment

Vice Chairman D. Paul Sommerville

Council Member Gerald Dawson

Council Member Logan Cunningham

Council Member Brian Flewelling

Council Member York Glover

Council Member Stu Rodman

Council Member Chris Hervochoch

Council Member Alice Howard

Council Member Mark Lawson

Council Member Lawrence McElynn

### 2. PLEDGE OF ALLEGIANCE

Council Member Flewelling led the Pledge of Allegiance.

### 3. FOIA

Committee 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.

### 4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Cunningham to approve the agenda. The motion was approved without objection.

### 5. CITIZEN COMMENTS

There were no citizen comments.

### 6. AGENDA REVIEW

Chairman Passiment stated item number 17 on the County Council agenda is being pulled because it is not ready to come forward.

### 7. EXECUTIVE SESSION

Motion: It was moved by Council Member Rodman, Seconded by Council Member McElynn to go into Executive Session to discuss 3 items. Motion approved without objection. (this motion was originally for items 8 and 9 and was clarified it was meant for items 8, 9, and 10).

- Pursuant to section 30-4-70. (a) (2) discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property.
- Pursuant to SC code section 30-4-70 (a)(2) to receive legal advice regarding a potential suit to collect unpaid business license and accommodations taxes.
- Pursuant to section 30-4-70. (a) (2) discussion of negotiations incident to proposed contractual agreements regarding economic development.

**8. ADJOURNMENT**

Meeting Adjourned at 6:10PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

Ratified:

## ~ Proclamation ~

**Whereas**, Diane J. Chmelik has served as a member of the Beaufort County Planning Commission since 2004; and

**Whereas**, Diane J. Chmelik also served as a member of the Zoning Board of Appeals from July 1999 to March 2004; and

**Whereas**, Ms. Chmelik willingly sacrificed many evenings to faithfully serve the public, providing input and making decisions on often challenging planning and land use issues; and

**Whereas**, Ms. Chmelik helped provide recommendations to Council on some very high-profile projects including the Southern and Northern Beaufort County Regional Plans, the 2010 Comprehensive Plan and the Community Development Code; and

**Whereas**, Ms. Chmelik never shield away from voicing her input on matters coming before the Commission and always voted her conscience; and

**Whereas**, Ms. Chmelik still has a strong desire to see our region grow and develop in a manner that preserves and builds on what we all cherish about Beaufort County.

**Now, therefore, be it resolved**, that Beaufort County Council recognizes Ms. Diane J. Chmelik's vital role and dedication to Beaufort County by making it a better place to live, work, and Play.



Dated this 28<sup>th</sup> Day of June 2021

  
 Joseph Passiment, Chairman  
 Beaufort County Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Beaufort County Stormwater – Designation of Public Works Enforcement Officers (no fiscal impact)
<b>MEETING NAME AND DATE:</b>
County Council - June 28 <sup>th</sup> , 2021
<b>PRESENTER INFORMATION</b>
Jared Fralix, P.E. ACA- Engineering Neil Desai, P.E. - Backup (5 min)
<b>ITEM BACKGROUND:</b>
November 5 <sup>th</sup> , 2020 - Presentation on Stormwater Ordinance given to Beaufort County Magistrates June 9 <sup>th</sup> , 2021 - Presented to Stormwater Utility Board June 21 <sup>st</sup> , 2021 – approved at Public Facilities Committee
<b>PROJECT / ITEM NARRATIVE:</b>
As the Lowcountry of South Carolina experiences development pressures, Beaufort County recognizes the need for stronger enforcement of the Beaufort County Stormwater Ordinance in order to have compliance with approved Stormwater Permits.
<b>FISCAL IMPACT:</b>
Fees collected by staff at Court will go back into the Stormwater funds. Minimal expenditures to provide staff with ticket books and badges.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Approve the designation of Beaufort County Stormwater Regulatory and Management Staff as Public Works enforcement officers to enforce Chapter 99 of the Beaufort County Code of Ordinances.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to designate Beaufort County Stormwater staff as Public Works Enforcement officers.  Motion to deny the designation of Beaufort County Stormwater staff as Public Works Enforcement officers.  <b>(Next Step - Upon approval, send to County Administrator for signature)</b>



**RESOLUTION 2021/\_\_\_\_\_**

**A RESOLUTION TO COMMISSION PUBLIC WORKS ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY STORMWATER ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO SEC 99-504 OF THE BEAUFORT COUNTY STORMWATER ORDINANCE.**

**WHEREAS**, Beaufort County Council may appoint and commission as many enforcement officers as may be necessary for proper security, general welfare and convenience of the County; and

**WHEREAS**, each candidate for appointment as a Beaufort County Public Works Enforcement Officer has completed training and obtained any certifications as may be necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina that:

- 1. County Council hereby appoints and commissions the following individual as a Public Works Enforcement Officer for Beaufort County:

Judah Wood EMP #10341, Beaufort County Public Works Enforcement Officer  
 Julianna Corbin EMP #10350, Beaufort County Public Works Enforcement Officer

- 2. Each Public Works Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate’s office prior to any official action as a Public Works Enforcement Officer.

Adopted this \_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph E. Pessiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
SECOND READING OF AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA PURSUANT TO ORDINANCE NO. 2021/____; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVMENTS PLAN, AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE
<b>MEETING NAME AND DATE:</b>
May 24 <sup>th</sup> 2021 County Council Meeting
<b>PRESENTER INFORMATION:</b>
<i>Kurt Taylor, County Attorney and Eric Greenway, Interim County Administrator</i> <i>15-20 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>Planning Commission 08/04/20 Motion to Approve failed by a vote of 4:4</i> <i>NRC 08/10/20 Motion to Approve by a vote of 7:3</i> <i>County Council 08/10/20 1<sup>st</sup> Reading by Title Only – Motion to Approve by a vote of 5:4</i>
<b>PROJECT / ITEM NARRATIVE:</b>
The Beaufort County School District retained Tischler Bise to prepare a Capital Improvement Plan and Development Impact Fee Study. Please refer to the School Study reports for these items as the points to consider are many for this proposed fee. The fee, as proposed, will only be imposed on new residential development in the South of the Broad River Service Area and will apply to each dwelling unit type on the following basis: \$9,535.00 per single family dwelling and \$4,508.00 per Multi-Family Dwelling Unit.
<b>FISCAL IMPACT:</b>
\$9,535.00 per single family dwelling and \$4,508.00 per Multi-Family Dwelling Unit.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the study as drafted, presented, and recommended by the Beaufort County School Board for the Service Area South of the Broad.

**OPTIONS FOR COUNCIL MOTION:**

*Motion to approve second reading of An Ordinance Of The County Council Of Beaufort County, South Carolina ("Council") Establishing And Adopting A School Development Impact Fee ("Impact Fee") To Be Imposed On All New Residential Development In The South Beaufort County School Service Area.*

*Motion to deny second reading of An Ordinance Of The County Council Of Beaufort County, South Carolina ("Council") Establishing And Adopting A School Development Impact Fee ("Impact Fee") To Be Imposed On All New Residential Development In The South Beaufort County School Service Area.*

**ORDINANCE 2021/ \_\_\_\_**

**AN ORDINANCE OF THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SCHOOL DEVELOPMENT IMPACT FEE TO BE IMPOSED ON ALL NEW RESIDENTIAL DEVELOPMENT IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA; TO ENSURE THAT SCHOOL FACILITY SYSTEM IMPROVEMENTS WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM THE SCHOOL CHILDREN IN NEW RESIDENTIAL DEVELOPMENTS IN THE SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA BASED ON THE SCHOOL DISTRICT'S LEVEL OF SERVICE STANDARDS AND CAPITAL IMPROVMENTS PLAN AND TO ASSIGN THE COSTS OF SUCH PUBLIC SCHOOL FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW RESIDENTIAL DEVELOPMENT IN THE SERVICE AREA; AND ESTABLISHMENT OF INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE BEAUFORT COUNTY SCHOOL DISTRICT, AND INDIVIDUAL INTERGOVERNMENTAL AGREEMENTS BETWEEN BEAUFORT COUNTY AND THE TOWNS OF BLUFFTON AND HILTON ISLAND AND THE CITY OF HARDEEVILLE**

**WHEREAS**, Beaufort County ("County") and the municipalities south of the Broad River (the towns of Bluffton and Hilton Head Island and the City of Hardeeville) have experienced rapid population growth and development for the past 30 years, and projections indicate that growth will continue at a reasonable rate into the future; and

**WHEREAS**, the County and the municipalities south of the Broad River have experienced the impacts on public facilities resulting from this population growth and development; and

**WHEREAS**, Beaufort County is served by the Beaufort County Board of Education ("School Board"); and

**WHEREAS**, population and growth estimates for the Beaufort County School District over the next 10 years for the area south of the Broad River indicate there will be a need for additional classrooms and other school facilities due to population growth and development in that area; and

**WHEREAS**, the School Board has defined level of service standards for the area south of the Broad River, by school type (elementary, middle, and high school), minimum square feet for school buildings, land (by acres), and school buses (per student); and

**WHEREAS**, these level of service standards and the projected residential development and student generation rates identify these school system improvement needs over the next 10 years; and

**WHEREAS**, the cost of these school system improvement needs (school buildings, land, and school buses) is significant and expensive; and

**WHEREAS**, if bonds, backed only by property taxes, are used to finance these new school facility system improvements (school buildings, land, and school buses) needed to accommodate the demand generated by new residential development in the area in Beaufort County south of the Broad River, they would be largely paid for by second homeowners who do not have children who would use these services; and

**WHEREAS**, the County Council finds that it is fair and equitable for new residential development in Beaufort County south of the Broad River to fund the required new school facility improvements, in part, through a proportionate share school development impact fee; and

**WHEREAS**, because all new residential development (single-family and multifamily dwelling units) in the area south of the Broad River generates a demand for school facility system improvements based on the

same student generation rate (elementary school – 0.106 students per single-family dwelling unit and 0.069 students per multifamily dwelling unit; middle school– 0.056 students per single-family dwelling unit and 0.023 students per multifamily dwelling unit; and high school– 0.074 students per single family dwelling unit and 0.026 students per multifamily dwelling unit), the school development impact fee shall be imposed uniformly within the area south of the Broad River on all new dwelling units (single-family and multifamily), as established by the student generation rates, regardless of size or density; and

**WHEREAS**, the school development impact fee shall be imposed uniformly on all new dwelling units within the area south of the Broad River, regardless of the location of the residential development; and

**WHEREAS**, because non-residential development does not directly generate school children, the school development impact fee shall not be imposed on such development; and

**WHEREAS**, the County Council after giving ample consideration to the provision and financing of new school facility system improvements south of the Broad River, and after consulting with the School Board, now hereby finds and declares that the establishment and adoption of the school development impact fee proposed on new residential development is proportionate and based on the School Board capital improvement plan for the area south of the Broad River to accommodate new residential development in that area, and current costs to provide the system improvements; and

**WHEREAS**, the County and the School Board is empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, the County and the towns of Bluffton and Hilton Head Island, and the City of Hardeeville are empowered to execute an intergovernmental agreement on the subject of school development impact fees; and

**WHEREAS**, because only the School Board is authorized to construct school facility system improvements, intergovernmental agreements shall provide for the transfer of school development impact fee revenues from the towns of Bluffton and Hilton Head Island and the City of Hardeeville to the County, which then will transfer the fees (including those collected in the unincorporated County by the County) to the School Board; and

**WHEREAS**, the intergovernmental agreements referred to above, this Ordinance, and the impact fee procedures as set forth in Section 82-21 *et seq.* ensure that the school development impact fees which are collected and transferred to the School Board are spent for the new school facility system improvements which are identified in the School Board capital improvement plan for the area south of the Broad River which are designed to serve the school age children of new residential development in that area; and

**WHEREAS**, the County Council deems it advisable to adopt this school development impact fee Ordinance, the impact fee procedures as set forth in Section 82-21 *et seq.* of the County Code and the intergovernmental agreements with the School Board and the towns of Bluffton and Hilton Head Island and the City of Hardeeville as may hereafter be adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Beaufort County, South Carolina that:

**SECTION 1. TEXT AMENDMENT TO CHAPTER 82**

The Beaufort County Code of Ordinances, Chapter 82: Impact Fees is amended by adding Article VIII, School Development Impact Fees—Southern Beaufort County Service Area, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

**SECTION 2. EFFECTIVE DATE.**

- (a) This Ordinance shall become effective immediately upon approval by Council following third reading.
- (b) Applications for new residential development filed after the effective date as set forth in this section shall be subject to the school development impact fee established by this Ordinance.

**SECTION 3. LIBERAL CONSTRUCTION.**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

**SECTION 4. SEVERABILITY.**

- (a) If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion of this Ordinance shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this Ordinance nor impair or nullify the remainder of this Ordinance, which shall continue in full force and effect.
- (b) If the application of any provision of this Ordinance to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of County Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair or nullify this Ordinance as a whole or the application of any provision of this Ordinance to any other new development.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2021

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph F. Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

**EXHIBIT A****ARTICLE VIII. SCHOOL FACILITIES—SOUTHERN BEAUFORT COUNTY SERVICE AREA****SECTION 82-200. ADOPTION AND IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES.**

Pursuant to the impact fee procedures in Section 82-21 *et seq.*, and the intergovernmental agreements between the County and the Beaufort County Board of Education (“School Board”), and the County and the towns of Bluffton and Hilton Head Island and the City of Hardeeville which may hereafter be adopted, and other applicable provisions of the County Code, this school development impact fee shall be adopted and imposed on all new residential development (single-family and multifamily dwelling units) in the area of the County south of the Broad River, in accordance with the procedures and requirements of this article.

**SECTION 82-201. ESTABLISHMENT OF SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA.**

- (a) The school development impact fee shall be calculated and imposed within the South Beaufort County School Service Area, including unincorporated areas as well as those areas within all the municipalities in the service area (the towns of Bluffton and Hilton Head Island, and the City of Hardeeville), in accordance with intergovernmental agreements between the County and those municipalities which may be adopted hereafter.
- (b) The boundaries of the South Beaufort County School Service Area are all areas of the County south of the Broad River and are identified in Figure 82-201: South Beaufort County School Service Area.

**FIGURE 82-201: SOUTH BEAUFORT COUNTY SCHOOL SERVICE AREA**

### SECTION 82-202. INCORPORATION OF SUPPORT STUDY

The County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton, Hilton Head Island and the City of Hardeeville) rely on the level of service standards, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for school development impact fees, and the capital improvement plan (CIP) for school facility system improvements set out in *School Impact Fee Study and Capital Improvement Plan* prepared by TischlerBise, dated July 27, 2020 (hereinafter “school support study and CIP”). The school support study and CIP are incorporated herein by reference. The school support study and CIP set forth reasonable level of service standards, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on the South Beaufort County School Service Area’s school facility system improvement needs.

### SECTION 82-203. IMPOSITION OF SCHOOL DEVELOPMENT IMPACT FEES

- (a) Pursuant to this article, intergovernmental agreements between the County and the School Board, and the County and all the municipalities in the South Beaufort County School Service Area (Bluffton, Hilton Head, and Hardeeville) as may be adopted hereafter, and in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*, the State Development Impact Fee Act, and the school support study and the CIP (which are incorporated herein by reference) school development impact fees shall be imposed in the South Beaufort County School Service Area.

- (b) The school development impact fee shall be imposed on all new residential development in the South Beaufort County School Service Area unless the residential development is exempted, or an exception or waiver is granted pursuant to Sec. 82-32(b), Development Not Subject to Development Impact Fees, or Sec. 82-33(b)(3)c. If an exception or waiver is granted, the development impact fees which otherwise would have been due shall be provided to the School Board using funds available for new residential growth needs from sources other than school development impact fees.
- (c) Residential development in the unincorporated County of the service area shall pay the fees prior to issuance of a building permit. Pursuant to individual intergovernmental agreements between the County and the municipalities in the service area which maybe entered not herefater, residential development in the towns of Bluffton and Hilton Head Island, and the City of Hardeeville shall pay the fees prior to issuance of a building permit. A building permit for residential development shall not be issued in Bluffton, Hilton Head Island, or Hardeeville without confirmation, in writing, from the appropriate building official that the school development impact fees have been paid in accordance with this section.

**SECTION 82-204. DEVELOPMENT IMPACT FEE SCHEDULE.**

- (a) The following general procedure shall be followed upon receipt of an application for a building permit for new residential development:
  - 1) Identify the number and type of dwelling units (either single-family or multifamily) in the proposed new or expanded residential development; and
  - 2) Multiply the number of dwelling units by the school development impact fee in the table below, for the type of dwelling unit.

DWELLING UNIT TYPE	FEE
Single Family	\$9,535
Multifamily	\$4,508

- (b) The school development impact fee shall be adjusted annually to reflect the effects of inflation on the costs for school facility system improvements set forth in the school support study and CIP, beginning on December 1, 2021. In each following year by December 1, the school development impact fee amount set forth in Table 1: School Development Impact Fee Schedule, South Beaufort County School Service Area, shall be adjusted to account for inflationary increases in the costs of providing school facility system costs using the Construction Cost Index calculated by the Engineering New Record (ENR). For each such adjustment, the school facilities development impact fees currently in use for the service area pursuant to this subsection shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator.

**SECTION 82-205. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.**

- (a) In-lieu of calculating the school development impact fees by reference to the fee schedule in the table above, a fee payor may request that the amount of the required school development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

- (b) If a fee payor requests the use of an Individual Assessment of Development Impact, the fee payor shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the fee payor's expense.
- (c) Each Individual Assessment of Development Impact shall be based on the same level of service standards and system improvement costs for school facility system improvements used in the school support study and CIP, shall use the formula for calculating the development impact fee used in the school support study and CIP, and shall document the relevant methodologies and assumptions used. The burden shall be on the fee payor requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the school support study and reflected in the fee schedule in Sec. 82-204 is less accurate than the results of the Individual Assessment of Development Impact.
- (d) The Individual Assessment of Development Impact may attempt to demonstrate that student generation rates or other factors more accurately reflect the impacts of the proposed development (no adjustments in the assumption of credits shall be made). Support for alternate student generation rates by land use category or other factors shall only be provided through local data and surveys.
- (e) Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating school development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for school facility system improvements created by the proposed new development than the applicable fees in Sec. 82-204, then the development impact fees due under this article shall be calculated according to such assessment.

#### **SECTION 82-206. CREDITS.**

- (a) Any developer/fee payor which is obligated to pay a school development impact fee under this section may apply for credit against school development impact fees otherwise due up to, but not exceeding, the full obligation for the fees proposed to be paid pursuant to the provisions of this article for any construction or dedication of land for school facility system improvements that are accepted by the County Council and the School Board for systems improvements identified in the CIP.
- (b) *Valuation of Credits*
  - 1) Credit for land dedication for a school, at the fee payor's option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council and School Board in an appraisal paid for by the fee payor.
  - 2) Credit for construction of a school building shall be valued by the County Council and School Board based on construction costs estimates submitted by the fee payor. The County Council, after consultation with the School Board, shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council and School Board.
- (c) *When Credits Become Effective*

- 1) Credits for land dedication for schools shall become effective after the credit is approved by County Council and the School Board pursuant to this section and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the School Board in a form established by the School Board at no cost to the School Board, and (b) the dedication of land has been accepted by the School Board.
- 2) Credits for construction of school buildings shall become effective after the credit is approved by County Council and School Board pursuant to this section, a Credit Agreement/Development Agreement is entered into, and (a) all required construction has been completed and has been accepted by the School Board, (b) a suitable maintenance and warranty bond has been received and approved by the School Board, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable School Board requirements.
- 3) Credits for construction or dedication of land for school facility system improvements shall be transferable within the same development for school development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council and School Board for registration.
- 4) The total amount of the credit shall not exceed the amount of the school development impact fees due and payable for the project.
- 5) The County and School Board may enter into a Capital Contribution Front-Ending Agreement with any developer/fee payor who proposes to construct school facility system improvements in the CIP, to the extent the fair market value of the construction of those school facility system improvements exceed the obligation to pay school development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the school facility system improvements constructed.
- 6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council and School Board. The Credit Agreement/Development Agreement shall specifically outline the construction of school buildings or land dedication for schools, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the school development impact fees the fee payor shall receive for the construction of school buildings or the dedication of land.

**SECTION 82-207. TRUST ACCOUNT FOR SCHOOL DEVELOPMENT IMPACT FEES.**

The County and municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville), may, pursuant to intergovernmental agreements with the County, establish segregated School Development Impact Fee Trust Accounts. The agreements may provide that all school development impact fees collected by the County and the municipalities for school development impact fees shall be placed in their respective Trust Account. By November 1 of each year, the municipalities shall transfer the school development impact fees they collect to the County. Upon receipt, the County shall place the fees received from each municipality into its School Development Impact Fee Trust Account, identifying which fees came from which municipality. Prior to December 1 of

each year, the County shall transfer all school development impact fees received and collected to the School Board. The Trust Account shall be interest-bearing and all interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to school development impact fee funds.

**SECTION 82-208. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.**

School development impact fee funds transferred to the School Board by the County shall be used by the School Board in accordance with the County impact fee procedures in Section 82-21 *et seq.* solely and exclusively for school facility system improvements as set forth in the school support study and CIP. System improvements generally include the following: school buildings, land, and school buses for public elementary, middle, and high schools that are designed to expand school system capacity.

**SECTION 82-209. DEVELOPMENT AGREEMENT OPTION.**

- (a) A developer may pay the school facilities development impact fee as calculated pursuant to Section 82-204. Development Impact Fee Schedule, as the proposed development project's proportionate share of school facility system improvement costs and as full and complete payment of such obligations. In the alternative, the developer may enter into an agreement with the County or a participating municipality (as applicable) pursuant to the State Local Government Development Agreement Act, and provide for dedication of land or construction of school buildings or for payments in-lieu of school development impact fees for school facility system improvements.
- (b) A school development impact fee may not be imposed on a developer who has entered into a development agreement with the County who provides for the school facility system improvement needs of the developer's development project that is subject to the development agreement.
- (c) A development agreement for school facility system improvements in accordance with this section may only be entered into with the authorization and approval of both the County and the developer, or the participating municipality and the developer (as appropriate), and after consultation with the School Board.

**SECTION 82-210. DEVELOPER RIGHTS.**

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures set forth in Section 82-21 *et seq.*, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*

- (a) *Administrative Appeal.* The developer/applicant may file an administrative appeal with the County Administrator with respect to a County or municipal decision related to the imposition, calculation, collection, processing, or expenditure of a school development impact fee, at any time; provided, however, that such appeal must comply with the provisions and requirements of the County impact fee procedures set forth in Section 82-21 *et seq.* If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the development approval process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of the impact fees as calculated by the County or municipality to be due.
- (b) *Payment under Protest.* The developer/applicant may pay the County-calculated or municipality-calculated school development impact fees under protest, pursuant to the County impact fee

procedures as set forth in Section 82-21 *et seq.* Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Section 82-21 *et seq.*

- (c) *Mediation.* The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (fee payor) as well as the County (and, if applicable, municipality) and only to address a disagreement related to the school development impact fees, as calculated by the County or municipality, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (fee payor) from pursuing other developer rights and/or remedies, as set forth in this article, the County impact fee procedures as set forth in Section 82-21 *et seq.*, or other remedies available by law.

### **SECTION 82-211. COUNTY REMEDIES.**

- (a) The County, pursuant to the State Development Impact Fee Act and the County impact fee procedures as set forth in Section 82-21 *et seq.*, and the towns of Bluffton and Hilton Head Island and the City of Hardeeville, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this article, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures as set forth in Section 82-21 *et seq.*:
- 1) *Interest and Penalties.* The County or municipality may, in its sole discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated school development impact fees due, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*
  - 2) *Withholding Building or Development Permit or Development Approval or Certificate of Occupancy.* The County or municipality may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the school development impact fees due.
  - 3) *Lien.* The County may impose a lien on the developer's property, pursuant to the impact fee procedures as set forth in Section 82-21 *et seq.*, for failure of the developer/applicant to timely pay the required school development impact fees in full.
- (b) The County or municipality may pursue any one or all of the remedies described in subsection (a) of this section at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County or municipal rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

### **SECTION 82-212. REFUND OF FEES**

- (a) A collected school development impact fee shall be refunded to the owner of record of property on which a school development impact fee has been paid if:
- 1) The school development impact fee revenues collected on the property have not been expended within three years of the date they were scheduled to be expended, pursuant to the school support study and CIP; or

- 2) A building permit or permit for installation of a manufactured home on the property is subsequently denied.
- (b) The amount, timing, and recipient of any refund required by this article of collected school development impact fees shall comply with the standards of Sec. 82-35.

**SECTION 82-213. INTERGOVERNMENTAL AGREEMENTS.**

The County and the School District may enter into an intergovernmental agreement as may the County and the municipalities in the South Beaufort County School Service Area (the towns of Bluffton and Hilton Head Island and the City of Hardeeville). These intergovernmental agreements shall:

- (a) Specify the reasonable share of funding of joint system improvements for school facility system improvements by each governmental unit; and
- (b) Provide for the collection of the school development impact fee by the municipality within its corporate limits and by the County within the unincorporated area; and
- (c) Provide for the timely transfer of school development impact fee revenues from the municipality to the County, and then the transfer of the fees collected by the participating municipalities and the County to the School Board; and
- (d) Provide for the timely expenditure of the school development impact fee revenues by the School Board, in accordance with the CIP.

**SECTION 82-214. TERMINATION OF THE SCHOOL DEVELOPMENT IMPACT FEES.**

The school development impact fees shall terminate upon the completion/conclusion of all of the school development impact fee-funded school facility system improvements as set forth in the CIP unless:

- (a) The School Board adopts a capital improvements plan for a subsequent time period for the South Beaufort County School Service Area; or
- (b) The County adopts an updated school development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

**Sections 82-215—82-219. RESERVED.**



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL-MANAGER FORM OF GOVERNMENT
<b>MEETING NAME AND DATE:</b>
Executive Committee April 5, 2021
<b>PRESENTER INFORMATION:</b>
<i>Kurt Taylor, County Attorney</i> <i>10 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>County Council has expressed interest in holding a referendum regarding whether to keep the council-administrator form of government or change to the council-manager form of government. This ordinance calls for the referendum</i>
<b>PROJECT / ITEM NARRATIVE:</b>
See above
<b>FISCAL IMPACT:</b>
n/a
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Recommend approval
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve/deny Ordinance regarding a referendum to potentially change the form of government.</i>

**ORDINANCE 2021/ \_\_\_\_\_**

**AN ORDINANCE TO CALL FOR A REFERENDUM TO ALLOW THE QUALIFIED ELECTORS OF BEAUFORT COUNTY, SOUTH CAROLINA TO VOTE TO RETAIN THE COUNCIL/ADMINISTRATOR FORM OF GOVERNMENT OR CHANGE TO THE COUNCIL/MANAGER FORM OF GOVERNMENT, AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, this Ordinance is authorized pursuant to Section 4-9-10 of the South Carolina Code of Laws (1976), as amended. The purpose of this Ordinance shall be to provide for a referendum to allow the qualified electors of Beaufort County, South Carolina to vote to retain the current Council-Administrator form of government or to change to the Council-Manager form of government; and

**WHEREAS**, the Board of Voter Registration and Elections of Beaufort County shall take such steps as are necessary and appropriate to hold a referendum in conjunction with the election to be held on November 2, 2021 to allow the qualified electors of Beaufort County, South Carolina to vote on the issue of retaining the current Council-Administrator form of government or changing to the Council-Manager form of government as provided for in Section 4-9-610, et. Seq., Code of Laws of South Carolina (1976) as amended; and

**WHEREAS**, the question for such referendum shall be stated as follows:

Should the form of Beaufort County’s government be changed from that of a Council-Administrator form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 7 (1976, as amended) to that of a Council-Manager form of government as set forth in S.C. Code of Laws Title 4, Chapter 9, Article 9 (1976, as amended) and provide for the appointment of the County Treasurer and County Auditor?

**INSTRUCTIONS TO VOTER:**

If the voter wishes to vote in favor of the question, fill in the oval next to the words, “Yes, In favor of the question;” if the voter wishes to vote against the question, fill in the oval next to the words, “No, Opposed to the question.”

Yes, In favor of the question

No, Opposed to the question

**EXPLANATION:**

A “yes” vote is a vote in favor of changing the current form of government to a Council-Manager form of government which could provide for the appointment of

the County Treasurer and County Auditor. A “no” vote is a vote to retain the current Council-Administrator form of government and provide for the continued election of the County Auditor and County Treasurer.)

**NOW, THEREFORE BE IT ORDAINED**, the Board of Voter Registration and Elections of Beaufort County shall conduct a referendum as stated above, publish appropriate notices of election, comply with all other notices and requirements as set forth in law, and shall verify the results of such referendum as provided by law.

Should the present form of government receive a majority favorable vote of those qualified electors voting, the present form shall continue without further action by the Beaufort County Council. Should the Council-Manager form of government receive a majority favorable vote of those qualified electors voting, then, in such event, the Beaufort County Council shall enact an Ordinance establishing the new form of government in accordance with the provisions of applicable law.

**APPROVED AND ADOPTED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Kurt Taylor, County Attorney

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

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

**ORDINANCE 2021/ \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED AND  
WAIVER OF REVERTER FOR REAL PROPERTY LOCATED AT 1508 OLD SHELL ROAD  
WITH TMS NO. R110 011 000 105A 0000**

**WHEREAS**, Beaufort County (“County”) previously conveyed title in the property located at 1508 Old Shell Road with TMS No. R700 036 000 013J 0000 (“Property”) to the now known as South Carolina Department of Disabilities and Special Needs (“SCDDSN”) by deed dated February 1, 1979 and recorded in Deed Book 276 at Page 1384 in the Beaufort County Office of the Register of Deeds; and

**WHEREAS**, the aforementioned deed to SCDDSN included a reverter clause providing “that should the heretofore described property cease to be used by the South Carolina Department of Mental Retardation, then the property intended to be conveyed herein shall revert to the Grantor Beaufort County”; and

**WHEREAS**, on January 23, 2017, the Beaufort County Council approved Resolution 2017/1 which approved the request to the Beaufort County Legislative Delegation to “work diligently to pass a proviso to the South Carolina General Assembly session that would require the return of 100% of the proceeds of the future sale of the Port Royal CRCF property to Beaufort County for the express purpose of purchasing, constructing, or renovating several new small residential facilities for its residents with developmental disabilities that would both conform to compliance directives on appropriate residential settings for these persons and better enable Beaufort County to provide the necessary ongoing care for these residents in safer, more appropriate housing”; and

**WHEREAS**, in accordance with Beaufort County Resolution 2017/1, the South Carolina General Assembly enacted Proviso 34.14 which states that proceeds from the sale of the Property will be provided to the local Disabilities and Special Needs Board of Beaufort County to “be used by the department to purchase a new property for the local Disabilities and Special Needs Board in Beaufort County”; and

**WHEREAS**, the SCDDSN desires to sell the Property for Seven Hundred Sixty Thousand (\$760,000) Dollars to a private citizen; and

**WHEREAS**, due to the reverter clause included in the February 1, 1979 deed, the County must execute a quit claim deed conveying any interest it may have in the Property and execute a waiver of reverter in order for SCDDSN to convey a clear title to the purchaser of the property and complete the sale of the Property; and

**WHEREAS**, pursuant to Beaufort County Resolution 2017/1 and Proviso 34.14, when SCDDSN completes the sale of the Property, the County will receive 100% of the proceeds; 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 the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council hereby authorizes the Interim County Administrator to execute a quit claim deed and waiver of reverter for the real property located at 1508 Old Shell Road with TMS No. R700 036 000 013J 0000.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

## RESOLUTION 2017 / 1

**A RESOLUTION TO THE BEAUFORT COUNTY LEGISLATIVE DELEGATION REQUESTING A PROVISIO BE WRITTEN TO RETAIN THE TOTAL AMOUNT OF PROCEEDS FROM THE SALE OF THE PORT ROYAL COMMUNITY RESIDENTIAL CARE FACILITY TO BE APPLIED TO THE PURCHASE, CONSTRUCTION AND/OR RENOVATION OF RESIDENTIAL HOMES TO BE MANAGED BY BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS**

**WHEREAS**, The Beaufort County Disabilities and Special Needs (DSN) Board sent a resolution regarding the Beaufort County Community Residential Care Facility (CRCF) located in the Town of Port Royal (County Council District 4) at 1508 Old Shell Road to the Beaufort County Legislative Delegation on December 17, 2014; and

**WHEREAS**, the DSN Board passed this resolution on December 16, 2014 in hopes that the Delegation will consider moving it forward during the legislative session; and

**WHEREAS**, the DSN Board is appointed by Beaufort County Council and both bodies have concerns regarding the future of this facility, which is owned by the South Carolina Department of Disabilities and Special Needs (SCDDSN) and leased by Beaufort County Council for its DSN Department; and

**WHEREAS**, this facility is aging and no longer meets the needs of those it is meant to serve as the State had the facility constructed more than 20 years ago as an Intermediate Care Facility, which is institutional in nature and contrary to current SCDDSN program standards, and approved converting the facility to a 15-bed CRCF about 17 years ago; and

**WHEREAS**, current State standards call for a CRCF to accommodate no more than 6 to 8 individuals, and the 15 individuals residing at this facility have developmental disabilities, to include high-behavior needs, high-physical needs, and issues associated with aging, such as Alzheimer's and other dementias; and

**WHEREAS**, given the diverse, over-population in this facility, the ability of the County to best meet the needs of these individuals is adversely impacted, compromising the health and safety of the County employees and the individual residents; and

**WHEREAS**, based on current best practices established by SCDDSN and the South Carolina Department of Health and Human Services (SCDHHS), including the "Final Rule" (which looks at not only where a person lives, but how and with whom they spend their day), the facility prevents Beaufort County from coming into compliance with required home and community-based services; and

**WHEREAS**, the facility does not offer residents a homelike setting which is prescribed, thereby diminishing the care provided to the individuals living at the facility; and

**WHEREAS**, the location of the facility next to marshes and tidal waterways does not provide a safe setting for the residents, many of whom have communication disabilities; and

**WHEREAS**, these individuals deserve to reside in a home which affords them the opportunity to be in a place which is better integrated into the fabric of Beaufort County, enabling them to live as normal a life as possible; and

WHEREAS, Beaufort County DSN is facing challenges in transitioning these individuals per compliance requirements due to the facility being owned by SCDDSN; and

WHEREAS, should the property be sold, half of the proceeds will return to the State according to State law, thereby removing critical funding, which would be available to Beaufort County to develop appropriate housing for these individuals under its care and lead to the transfer of these individuals from Beaufort County and away from their loved ones to an alternate facility in a different county; and

WHEREAS, should this property be sold and all revenue be made available to Beaufort County to help develop compliant, smaller residential settings throughout the County, these residents will be able to remain in Beaufort County, their home, where they will be afforded an enhanced quality of life; and

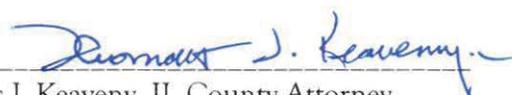
NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council requests that the Beaufort County Legislative Delegation introduce and work diligently to pass a proviso to the South Carolina General Assembly session that would require the return of 100% of the proceeds of the future sale of the Port Royal CRCF property to Beaufort County for the express purpose of purchasing, constructing, or renovating several new smaller residential facilities for its residents with developmental disabilities that would both conform to compliance directives on appropriate residential settings for these persons and better enable Beaufort County to provide the necessary ongoing care for these residents in safer, more appropriate housing.

DONE this 23<sup>rd</sup> day of January, 2017

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Thomas J. Keaveny, II, County Attorney

ATTEST:

  
Ashley M. Bennett, Clerk to Council

**South Carolina General Assembly**  
123rd Session, 2019-2020

**H. 4000**

General Appropriations Bill for Fiscal Year 2019-2020  
Ratified Version

**PART IB**  
**OPERATION OF STATE GOVERNMENT**

**SECTION 36 - J160 - DEPARTMENT OF DISABILITIES**

**AND SPECIAL NEEDS**

**36.14.** (DDSN: Beaufort DSN Facility) For Fiscal Year 2018-19, the Department of Disabilities and Special Needs is authorized to retain the full amount of proceeds from the sale of the local Disabilities and Special Needs Board of Beaufort County property. The funds retained from this sale must be used by the department to purchase a new property for the local Disabilities and Special Needs Board in Beaufort County that more appropriately meets the needs of the individuals served. Unexpended funds may be carried forward into the current fiscal year and used for the same purpose. The department must provide a status report to the Beaufort County Legislative Delegation by June 30, 2019, detailing the retention of any sale proceeds and/or the expenditures of those funds.

**From:** [Holloway, Constance](#)  
**To:** [Ward, Brittany](#)  
**Cc:** [McLeod, Kimberly](#)  
**Subject:** 1508 Old Shell Road in Port Royal  
**Date:** Wednesday, April 28, 2021 9:31:56 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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

Ms. Ward,

The South Carolina Department of Disabilities and Special Needs fully intends to transfer the funds from the sale of the property located at 1508 Old Shell Road in Port Royal to Beaufort County, in accordance with Proviso 36.14. The Department is legally bound to comply with the terms of budget provisos set forth by the General Assembly.

I hope my email provides Beaufort County Council the assurance it needs to continue moving forward with this process. We look forward to continuing to work with Beaufort County to serve the disability community. Please do not hesitate to reach out if you have any additional questions or concerns.

**CONSTANCE HOLLOWAY**

General Counsel

 [Constance.Holloway@ddsn.sc.gov](mailto:Constance.Holloway@ddsn.sc.gov)   
 803-898-9683  
 803-898-9656  
 3440 Harden Street Ext, Columbia, SC 29203  
 [www.ddsn.sc.gov](http://www.ddsn.sc.gov)



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## EXHIBIT "A"

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing one and seventy-four hundredths (1.74) acres as is more fully shown on a plat prepared for Beaufort County Human Resources Center by R. D. Trogdon, R.L.S., under date of November 22, 1976; said parcel of land is described as follows, to-wit: Commencing at a found monument, which monument is located along the mean high water mark of Beaufort River, thence proceeding N37°29'47"W for a distance of Three Hundred Three and Seventy-One Hundredths (303.71') feet to a concrete marker; thence proceeding N89°54'14"E for a distance of One Hundred Seventy-Five and Eighty-Five Hundredths (175.85') feet to a point; thence proceeding N43°55'17"E for a distance of Two Hundred Eighty-Seven and Eighteen Hundredths (287.18') feet to a found monument; thence proceeding S0°06'20"E for a distance of Three Hundred Sixty and Fifty-Seven Hundredths (360.57') feet to a found monument located along the mean high water mark of Beaufort River; thence proceeding S89°37'55"W for a distance of One Hundred Ten and Fifteen Hundredths (110.15') feet, more or less, along the mean high water mark of Beaufort River, to a point; thence proceeding S42°54' W for a distance of One Hundred Eighteen and Fifty-Three Hundredths (118.53') feet more or less, along the mean high water mark of Beaufort River, to a found monument, which monument is the point of beginning. For a more accurate description of said parcel as to metes, bounds, distances and courses, reference is had to the aforementioned plat which is recorded in Plat Book 25 at Page 59 in the Office of the Clerk of Court for Beaufort County; South Carolina. Reference is also made to an individual plat prepared for the South Carolina Department of Mental Retardation by R. D. Trogdon, Jr., R.L.S., dated September 19, 1978 and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 27 at Page 132.

This being the property acquired by the South Carolina Department of Disabilities and Special Needs, f/k/a the South Carolina Department of Mental Retardation, by deed from Beaufort County dated February 1, 1979, and recorded February 2, 1979, in Deed Book 276 at Page 1384, in the Office of the Register Mesne Conveyance for Beaufort County.

Tax Map No.: R110 011 000 105A 0000

Less and except

A parcel of 0.03± of an acre conveyed by the State of South Carolina, by and through the Department of Administration, to Daniel Joseph Frese and Pamela Breil Frese, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, by deed recorded December 13, 2019 in Book 3820 at Page 191 in the Office of the Register of Deeds for Beaufort County.

This deed was prepared by the law offices of Howell, Gibson and Hughes, PA, Post Office Box 40, Beaufort, SC 29901-0040 without a current survey and without title examination or certifications.



(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA )  
 ) WAIVER OF REVERTER  
COUNTY OF BEAUFORT )

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, in consideration of the sum of Ten and no/100 (\$10.00) Dollars, does hereby consent to the transfer of the hereinafter described real property from the State of South Carolina, by and through their Department of Administration to Ebb Tide Adventures, LLC and does specifically waive any and all rights of reverter contained within and described in that certain deed from Beaufort County to the South Carolina Department of Mental Retardation having been recorded in the Office of the Register of Deeds for Beaufort County on February 2, 1979 in Records Book 276 at Page 1384:

Grantor: Beaufort County  
Grantee: Ebb Tide Adventures, LLC

PURCHASE PRICE: \$10,000.00

REAL PROPERTY: See “Exhibit A”

WITNESS the hand and seal of the undersigned this \_\_\_\_\_ day, \_\_\_\_\_, 2021.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEAUFORT COUNTY

\_\_\_\_\_  
Eric L. Greenway (SEAL)  
*Interim Beaufort County Administrator*  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )      ACKNOWLEDGMENT

I, \_\_\_\_\_, do hereby certify that Eric L. Greenway, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public of South Carolina  
My commission expires:

EXHIBIT A  
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Port Royal, Beaufort County, South Carolina, containing one and seventy-four hundredths (1.74) acres as is more fully shown on a plat prepared for Beaufort County Human Resources Center by R. D. Trogdon, R.L.S., under date of November 22, 1976; said parcel of land is described as follows, to-wit: Commencing at a found monument, which monument is located along the mean high water mark of Beaufort River, thence proceeding N37°29'47"W for a distance of Three Hundred Three and Seventy-One Hundredths (303.71') feet to a concrete marker; thence proceeding N89°54'14"E for a distance of One Hundred Seventy-Five and Eighty-Five Hundredths (175.85') feet to a point; thence proceeding N43°55'17"E for a distance of Two Hundred Eighty-Seven and Eighteen Hundredths (287.18') feet to a found monument; thence proceeding S0°06'20"E for a distance of Three Hundred Sixty and Fifty-Seven Hundredths (360.57') feet to a found monument located along the mean high water mark of Beaufort River; thence proceeding S89°37'55"W for a distance of One Hundred Ten and Fifteen Hundredths (110.15') feet, more or less, along the mean high water mark of Beaufort River, to a point; thence proceeding S42°54' W for a distance of One Hundred Eighteen and Fifty-Three Hundredths (118.53') feet more or less, along the mean high water mark of Beaufort River, to a found monument, which monument is the point of beginning. For a more accurate description of said parcel as to metes, bounds, distances and courses, reference is had to the aforementioned plat which is recorded in Plat Book 25 at Page 59 in the Office of the Clerk of Court for Beaufort County; South Carolina. Reference is also made to an individual plat prepared for the South Carolina Department of Mental Retardation by R. D. Trogdon, Jr., R.L.S., dated September 19, 1978 and recorded in the Office of the Clerk of Court for Beaufort County in Plat Book 27 at Page 132.

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Tax Map No.: R110 011 000 105A 0000

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A parcel of 0.03± of an acre conveyed by the State of South Carolina, by and through the Department of Administration, to Daniel Joseph Frese and Pamela Breil Frese, as Joint Tenants with Rights of Survivorship, and not as Tenants in Common, by deed recorded December 13, 2019 in Book 3820 at Page 191 in the Office of the Register of Deeds for Beaufort County.

This instrument was prepared by the Law Offices of Howell, Gibson & Hughes, P.A., with an address of PO Box 40, Beaufort, SC 29901 without the benefit of a title examination or certifications.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Zoning Map Amendment/Rezoning Request for 5.23 acres (R100 027 000 042B 0000) at 335 Joe Frazier Rd from T2 Rural to T2 Rural Center</i>
<b>MEETING NAME AND DATE:</b>
<i>Natural Resources Committee Meeting, June 7, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>Noah Krepps, Long Range Planner, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>This rezoning application went before the Beaufort County Planning Commission at their May 3, 2021 meeting. At that time the Commission voted (4 for and 1 against) to recommend approval of the proposed amendment to County Council.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>The applicant seeks to change the zoning of a 5.23-acre lot at 335 Joe Frazier Rd from T2 Rural (T2R) to T2 Rural Center (T2RC) (see attached map). A moving, storage, and trucking company has operated on the property since 1994. The property was zoned Traditional Overlay under the Zoning and Development Standards Ordinance (ZDSO). The applicant believes the property should have been designated T2RC or S1 Industrial (S1) with the adoption of the Community Development Code, as the Warehousing use predates the 1999 and 2014 zoning ordinances and is a non-conforming use under the current T2R zoning.</i>
<b>FISCAL IMPACT:</b>
<i>Not applicable</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>The proposed zoning change from T2R to T2RC constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about noise, odor, and aesthetic impacts on the surrounding residential area if more intense uses (such as major vehicle maintenance and repair) are permitted on the property under the T2RC zoning district.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>To approve or deny the zoning amendment for 335 Joe Frazier Road from T2 Rural to T2 Rural Center.</i>



# MEMORANDUM

**TO:** Beaufort County Planning Commission

**FROM:** Noah Krepps, Beaufort County Planning and Zoning Department

**DATE:** April 26, 2021

**SUBJECT:** Zoning Map Amendment/Rezoning Request for 5.23 acres (R100 027 000 042B 0000) at 335 Joe Frazier Rd from T2 Rural to T2 Rural Center

## STAFF REPORT:

### A. BACKGROUND:

**Case No.** ZMA-2021-02

**Owner/Applicant:** Frank O. Plair and Billy J. Plair

**Property Location:** Located at 335 Joe Frazier Rd

**District/Map/Parcel:** R100 027 000 042B 0000

**Property Size:** 5.23 acres

**Current Future Land Use Designation:** Neighborhood Mixed-Use

**Current Zoning District:** T2 Rural

**Proposed Zoning District:** T2 Rural Center

**B. SUMMARY OF REQUEST:** The applicant seeks to change the zoning of a 5.23-acre lot at 335 Joe Frazier Rd from T2 Rural (T2R) to T2 Rural Center (T2RC) (see attached map). A moving, storage, and trucking company has operated on the property since 1994. The property was zoned Traditional Overlay under the Zoning and Development Standards Ordinance (ZDSO). The applicant believes the property should have been designated T2RC or S1 Industrial (S1) with the adoption of the Community Development Code, as the Warehousing use predates the 1999 and 2014 zoning ordinances and is a non-conforming use under the current T2R zoning.

The T2RC district allows a diverse mix of land uses including residential, retail, service, and limited light industrial. It is a lower intensity walkable area in the immediate vicinity of a rural crossroads or other important rural intersection.

**E. COMPREHENSIVE PLAN FUTURE LAND USE MAP:** This 5.23-acre lot is designated Neighborhood Mixed-Use on the Future Land Use Map. Future development in neighborhood mixed-

use areas should be primarily residential with some supporting neighborhood retail establishments. A very small percentage of the designated area should consist of commercial development.

**F. ZONING MAP AMENDMENT REVIEW STANDARDS:** In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:

1. **Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code;**

The Land Use chapter of the Comprehensive Plan indicates that Neighborhood Mixed-Use areas should be primarily residential with some supporting neighborhood retail and service establishments. However, the potential for intense uses on the property, such as vehicle repairs, does not maintain the residential character of this land use designation.

2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances;**

The proposed rezoning constitutes a “spot zoning,” as it is not adjacent to any other T2 Rural Center parcels.

3. **Addresses a demonstrated community need;**

See 1 above.

4. **Is required by changed conditions;**

N/A.

5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;**

Existing uses on the surrounding land are primarily residential. The proposed zoning change would allow for a broader mix of intense commercial, service, and light industrial uses.

6. **Would not adversely affect nearby lands;**

As stated in 5, there is potential for adverse impacts on the existing residential developments in the adjacent area.

7. **Would result in a logical and orderly development pattern;**

See 5 and 6 above.

8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

Any development on the site would be required to adhere to the natural resource protection, tree protection, wetland protection, and stormwater standards in the Community Development Code and the Stormwater BMP Manual.

9. **Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities):**

The site is connected to public water.

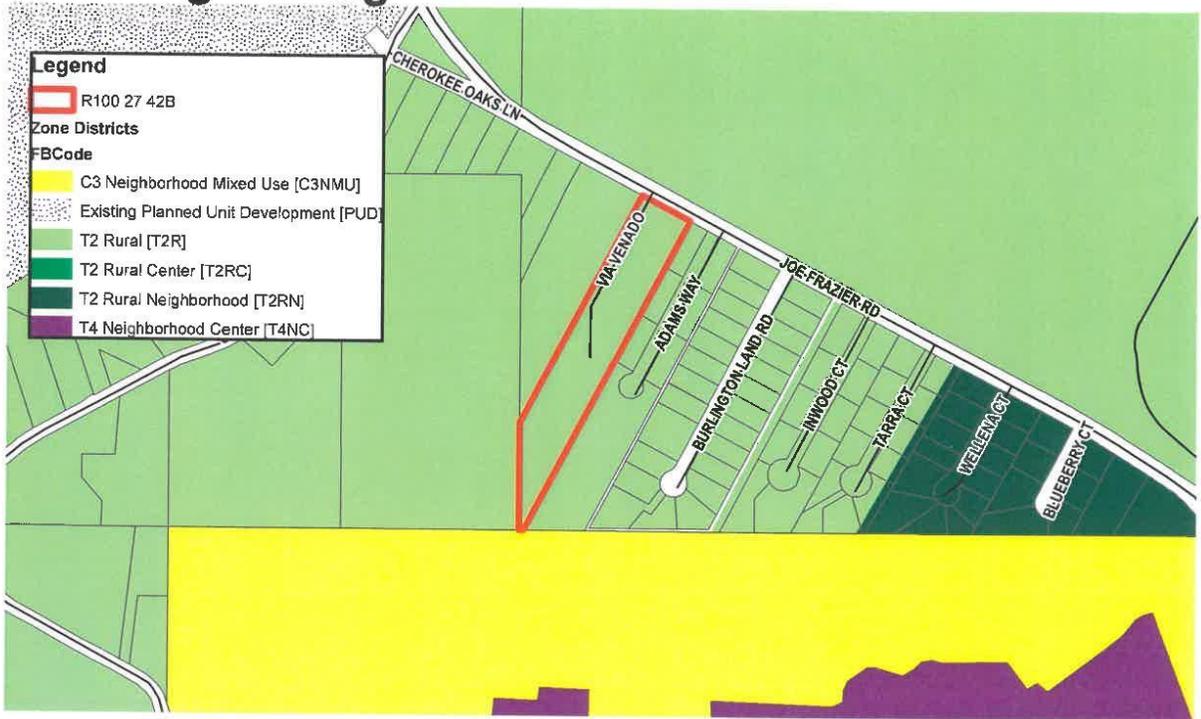
**G. STAFF RECOMMENDATION:** The proposed zoning change from T2R to T2RC constitutes a “spot zoning” and cannot be supported by Planning staff. Staff also has concerns about noise, odor, and aesthetic impacts on the surrounding residential area if more intense uses (such as major vehicle maintenance and repair) are permitted on the property under the T2RC zoning district.

**H. PLANNING COMMISSION RECOMMENDATION:** At the May 3, 2021 meeting of the Beaufort County Planning Commission, the Commission voted (4 for and 1 against) to recommend approval of the proposed amendment to County Council.

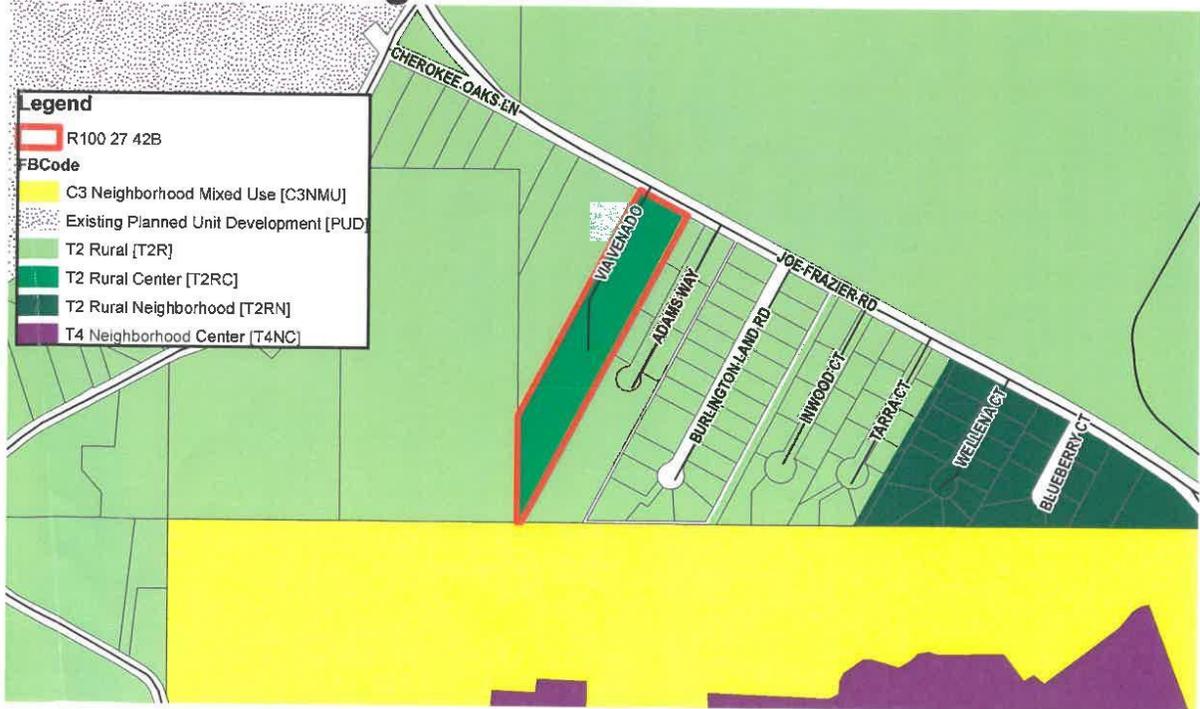
#### **I. ATTACHMENTS**

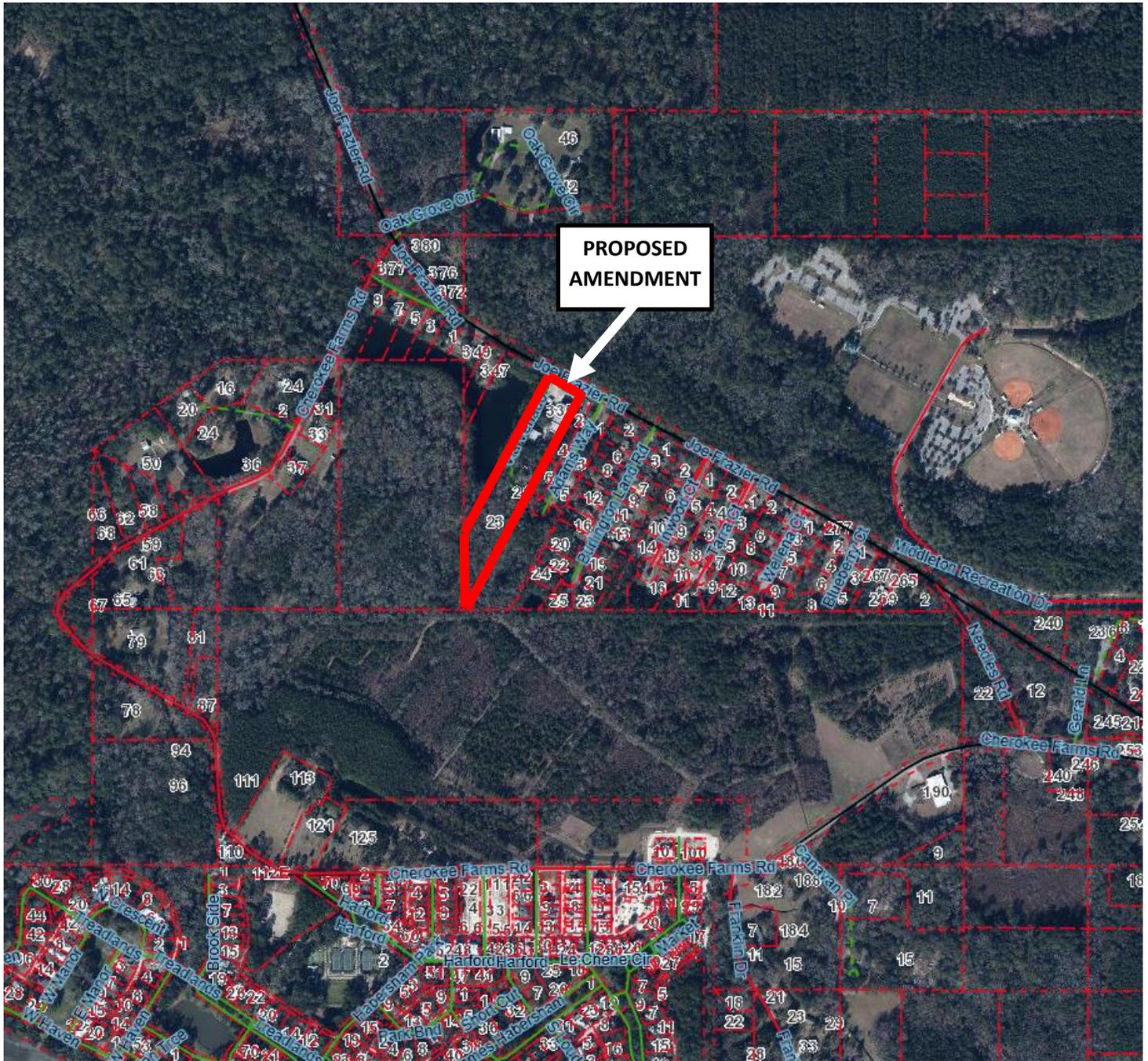
- Zoning Map (existing and proposed)
- Location Map

# Existing Zoning



# Proposed Zoning





**ORDINANCE 2021 / \_\_**

**ZONING MAP AMENDMENT/REZONING REQUEST FOR 5.23 ACRES (R100 027 000 042B 0000) AT 335 JOE FRAZIER RD FROM T2 RURAL TO T2 RURAL CENTER.**

**WHEREAS**, the proposed amendment is outlined in red on the attached map.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

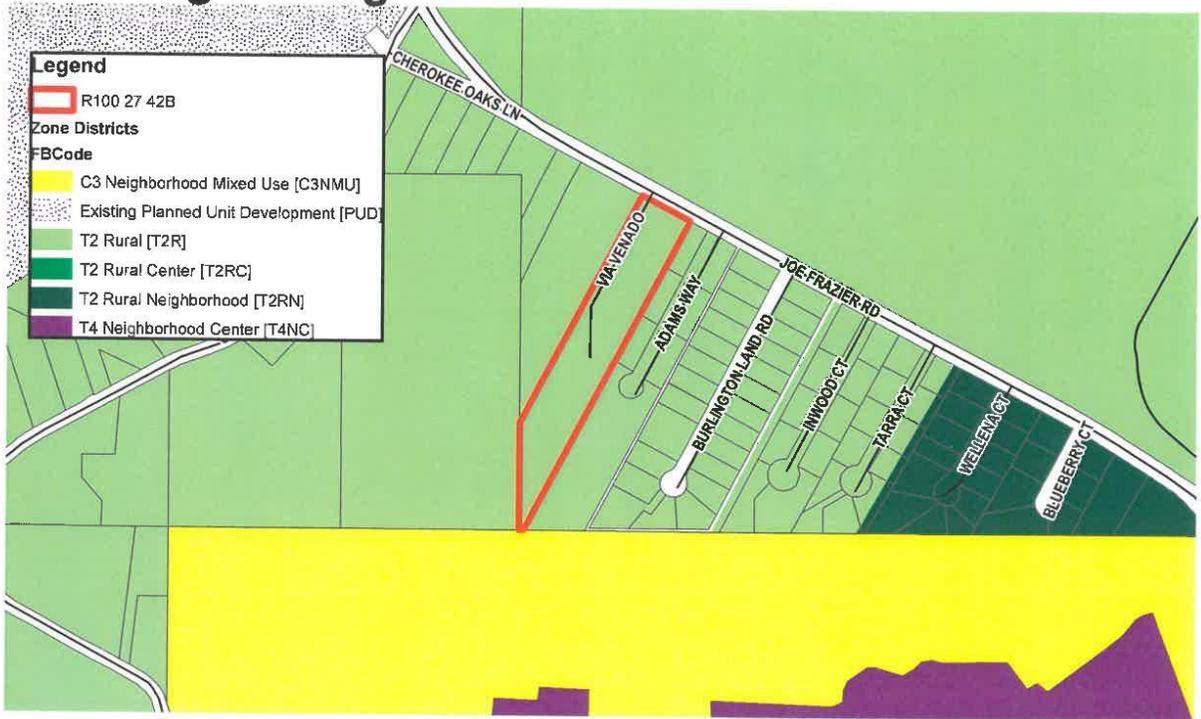
Joseph Passiment, Chairman

ATTEST:

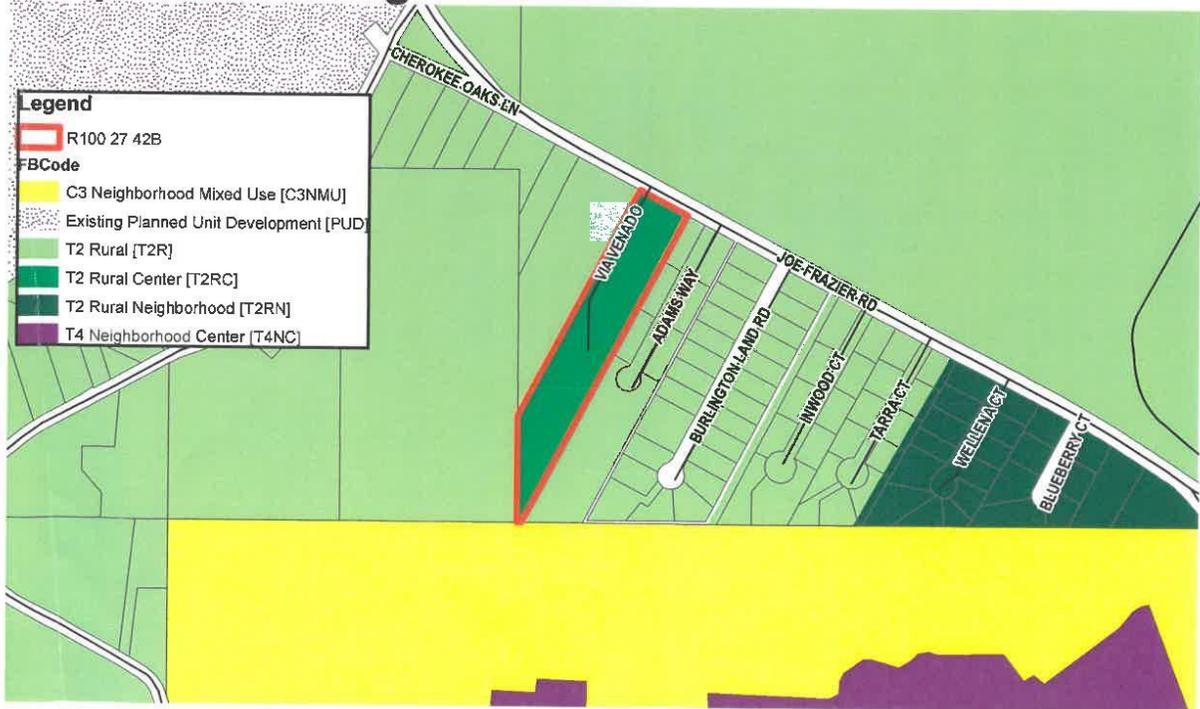
\_\_\_\_\_

Sarah W. Brock, JD, Clerk to Council

# Existing Zoning



# Proposed Zoning





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
First Reading of an Ordinance for the FY2021 Budget Amendment
<b>MEETING NAME AND DATE:</b>
County Council Meeting, May 24, 2021
<b>PRESENTER INFORMATION:</b>
Whitney Richland, Chief Financial Officer 10 Minutes
<b>ITEM BACKGROUND:</b>
<i>During the year, there have been unbudgeted expenditures (approved by Council or Committee), and some budgetary shortfalls in personnel costs, professional services, IT equipment and other capital outlays, facilities maintenance and subsidies to others. Administration is seeking an amendment to reallocate unspent personnel costs resulting from vacancies as well as an increase in revenues to cover the shortfall in the aforementioned areas.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
In Fiscal Year 2021, Council has entered in settlements and agreements that were not in the original budget. Administration also identified other areas in need of additional funding that can be achieved by reallocations from the existing appropriations as well as an increase in revenues derived from the recording of legal documents by the Register of Deeds.
<b>FISCAL IMPACT:</b>
<i>Please see the related review of revenues and expenditures presented.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
We recommend Council approve this budget amendment.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny FY2021 Budget Amendment.

2021 / \_\_

**AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2020/22 FOR FISCAL YEAR 2021 BEAUFORT COUNTY BUDGET TO PROVIDE CLARIFYING AMENDMENT TO ACKNOWLEDGE THE TRANSFERS BETWEEN COUNTY DEPARTMENTS.**

**WHEREAS**, on July 1, 2020, Beaufort County Council adopted Ordinance No. 2020/22 which sets the County’s FY 2020-2021 budget and associated expenditures; and

**WHEREAS**, on July 1, 2020, Beaufort County Council adopted Ordinance No. 2020/22 dedicating particular millage amounts to be dedicated to General Fund operations; and

**WHEREAS**, in the interest of good accounting practices and transparency in the budget process it is necessary to amend the budget to reflect newly available details; and

**WHEREAS**, Beaufort County Council has determined it to be in the best interests of its citizens to regularly review and update as needed the County’s approved budget and expenditures.

**NOW, THEREFORE, BE IT ORDAINED**, by Beaufort County Council that the FY 2020-2021 Beaufort County Budget Ordinance (Ordinance 2020/22) is hereby amended as shown on the attached “**Exhibit A**” and incorporated herein by reference.

DONE this \_\_\_day of \_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

## FY21 Budget Reallocation

Exhibit "A"

### Sources of Funds

	Amount:	Fund	Description:
1	\$ 5,077,245.00	General	Vacancy Savings (24 Departments)
2	\$ 2,500,000.00	General	Register of Deeds
3			
	<b>\$ 7,577,245.00</b>		

### Uses of Funds

	Amount:	Fund	Description:
1	\$ 390,000.00	General	County Council - Legal Fees
2	\$ 350,000.00	General	County Attorney - Legal Issues Shortfall
3	\$ 100,000.00	General	County Council - Distance Learning
4	\$ 42,000.00	General	Legal - WhiteHall Settlement Payment
5	\$ 625,000.00	General	CAI Payment
6	\$ 35,000.00	General	Finance- Internal Audit Fees
7	\$ 706,000.00	General	PLT Payout
8	\$ 1,700,000.00	General	Personnel Costs
9	\$ 90,000.00	General	New Riverside Library Pre-Purchase
10	\$ 400,000.00	General	Parks & Recreation Facilities
11	\$ 575,000.00	General	EMS Ambulances - new & remounts
12	\$ 150,000.00	General	Clerk of Court Furniture
13	\$ 1,000,000.00	General	Information Technology Infrastructure & Equipment
	<b>\$ 6,163,000.00</b>	General	FY21 Budget Amendment

\$ 1,414,245.00

Remaining for reallocation if needed



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Finance Committee's Recommendation for FY22 Contract Renewal Approvals over \$100,000 from Various Departments to County Council</i>
<b>MEETING NAME AND DATE:</b>
<i>County Council Meeting, June 28, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>David L. Thomas, CPPB, CPPO Purchasing Director, 5 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>To improve our process for renewing annual contracts a summary sheet (see the attached excel sheet) is provided for Council's review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and notes. The Department Head responsible for the contract or their representative will be available for questions during the Council meeting.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Cost increases in some of the contracts are due COVID-19, additions to services and CPI adjustments. See the notes section on the attached summary sheet for each contract. Department backup support is also included and numbered to match the contract item number on the contract list.</i>
<b>FISCAL IMPACT:</b>
<i>See the attached Excel Summary Sheet covering contracts A-G. Accounts used, FY21 and the new FY 22 cost are included on the attached Excel Summary Sheet.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>The Finance Committee recommends to County Council, approval of the contract renewals (Items A-G) as stated in the attached summary.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Approve or Deny the contract renewals.</i>

**Finance Committee's approved FY22 Contract Renewals over \$100,000 for County Council Approval**

A. SHI - MICROSOFT 365 RENEWAL - \$471,148.03

B. MANATRON (AUMENTUM) - PROPERTY ASSESSMENT TAX SOFTWARE - \$241,922.72

C. TYLER TECHNOLOGIES - ANNUAL SUPPORT LICENSE MUNIS - \$233,365.93

D. TYLER TECHNOLOGIES (ENERGOV) - \$174,535.28

E. NWN (CISCO SMARTNET) - PHONE SYSTEM GEAR NETWORK - \$172,820

F. THINKGUARD - OFFSITE DISASTER RECOVERY - \$121,543

G. PICTOMETRY INTERNATIONAL CORP - LICENSE IMAGE SOFTWARE - \$120,875.36

\*Note - The contracts listed below are not in the same order as the list on the previous page

	Vendor	Purpose	Department	Account	FY21 Cost	FY22 Cost	Term (Beg/End)	
1	Pictometry International Corporation Rochester, New York	License Image Software/Aerial Photos	GIS/IT	Aerial Photos 10001152-51250	\$91,985.36	\$120,875.36	7/1/2020 thru 6/30/2021	Daniel Morgan
NOTES	Additional costs due to conforming to off-season flight and fuel costs. (2nd year of 2021 flight and 1st year of 2022 flight). From the total amount \$25,000.00 will be supplemented from annual participation from Town of HHI and Town of Bluffton and the SWU Department.							
2	Manatron (Aumentum)(Thomson Reuters) (Now Harris) Chicago, Illinois	Property Assessment and Tax Software and Support for the Assessor, Auditor and Treasurer's Offices	GIS/IT	Maintenance Contracts 10001152-51110	\$215,330.00	\$241,922.72	7/1/2020 thru 6/30/2021	Daniel Morgan
NOTES	The additional costs are for typical software updates and this year they are charging taxes.							
3	Tyler Technologies (MUNIS) Dallas, Texas	Annual Support and License Agreement for MUNIS	GIS/IT	Maintenance Contracts 10001152-51110	\$233,365.93	\$233,365.93	07/01/2020 Thru 06/30/2021	Daniel Morgan
NOTES	This is year 2 of 3 the recurring fee is \$218,099.00 we must pay the tax of 7% which makes the total \$233,365.00							
4	Thinkguard	Offsite disaster recovery and backup of critical county servers and data	IT	10001150-51110	\$95,076.00	\$121,543	07/01/2020 Thru 06/30/2021	Patrick Hill
NOTES	This system backs up all of the County's critical servers and data							
5	NWN (Cisco Smartnet)	Phone System and Partial network Gear	IT	10001150-51110	\$158,429.00	*172,820.00	07/01/2021 Thru 06/30/2022	Patrick Hill
NOTES	Cost increase due to new phone server operating system *This cost is phone system and network combined*							
6	SHI	Microsoft 365 Renewal and Renewal for Servers and Desktop Operating Systems	IT	10001150-51110	\$275,195.41	*\$471,148.03	07/01/2021 Thru 06/30/2022	Patrick Hill
NOTES	This is for the 1500 users on the network that have email, onedrive and teams as well as our 2000+ workstations and servers on the network							
7	Tyler Technologies (EnerGov) Dallas, Texas	Annual Support and License Agreement for EnerGov	GIS/IT	Maintenance Contracts 10001152-51110	\$166,224.07	\$174,535.28	07/01/2020 Thru 06/30/2021	Daniel Morgan
NOTES	The additional costs are for typical software updates. Tax is included in the above number							



# Budget Proposal

Proposal for: Beaufort County, SC  
 Project Name: SCBEAU22  
 Quote Number: Q-210406  
 Contact: Dan Morgan

EagleView Rep: Joseph Wilson  
 Phone Number: (704) 649-2119  
 Email: joe.wilson@eagleview.com  
 Date: 6/4/2021

FY 2022

Payment	Imagery Products	Payment Amount	Payment Due	Subtotal
2 of 2	Winter 2021 3in and 6in Ortho/Oblique Imagery	\$91,895.36	1 year after delivery	\$91,895.36
1 of 2	Winter 2022 6in Ortho-only Imagery	\$28,980.00	Initial delivery	\$28,980.00
<b>FY 2022 TOTAL:</b>				<b>\$120,875.36</b>

Invoice No. MANMN0000758  
 Date 4/26/2021  
 Due Date 7/1/2021  
 Customer No. 4007000  
 Page 1 of 1



**Bill To**

BEAUFORT COUNTY ADMINISTRATION  
 ERIC GREENWAY ADMIN/DAN MORGAN IT  
 100 RIBAUT RD  
 BEAUFORT, SC 29901-1228  
 United States

**Ship To**

BEAUFORT COUNTY ADMINISTRATION  
 100 RIBAUT RD  
 BEAUFORT, SC 29901-1228  
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency	
	JULY21-JUNE22	Start of Maint Period	HARRIS-US\$	

Item No	Description	Quantity	Unit Price	Amount
AUMTAX-S	Aumentum Tax System Support: July 2021 to June 2022	1.00	128,794.00	128,794.00
AUMAA-S	Aumentum Assmt Admin Spt-Included: July 2021 to June 2022	1.00	0.00	0.00
AUMPP-S	Aumentum Personal Prop Admin Spt-Included: July 2021 to June 2022	1.00	0.00	0.00
AUMRECEE-S	Aumentum Records Admin Enterprise Spt-Included: July 2021 to June 2022	1.00	0.00	0.00
PAPP-S	ProVal Plus Support: July 2021 to June 2022	1.00	44,107.00	44,107.00
GEOANALYST-S	GeoAnalyst Support: July 2021 to June 2022	1.00	8,805.00	8,805.00
PROPERTYMAX-S	Valuation eGOV System Spt: July 2021 to June 2022	1.00	10,004.00	10,004.00
PROPERTYMAX-DATA-S	PropertyMax Data Extract Spt: July 2021 to June 2022	1.00	6,670.00	6,670.00
WEBHOSTPROPERTY-S	Webhosting of Property Sites: July 2021 to June 2022	1.00	5,558.00	5,558.00
COLLECTMAX-S	TAX eGov System Spt: July 2021 to June 2022	1.00	10,004.00	10,004.00
COLLECTMAX-DATA-S	CollectMax Data Extract Support: July 2021 to June 2022	1.00	6,670.00	6,670.00
WEBHOSTCOLLECT-S	Tax eGov Hosting Support: July 2021 to June 2022	1.00	5,484.00	5,484.00

Subtotal	226,096.00
Misc	0.00
Taxes	15,826.72
Freight	0.00
Total	241,922.72

Remit To:  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484  
 Chicago, IL 60674-8484



Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext. 277723 or [ar\\_aumentum@harriscomputer.com](mailto:ar_aumentum@harriscomputer.com)

**Thank you for your business!**



### SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

#### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Beaufort County.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees**. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership**.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and

Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third

Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three and one quarter (3.25) years from the first day of April, 2020 (4/1/20), unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
  - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
  - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software

is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain

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the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page

hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A      Investment Summary

- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement  
Schedule 1: Support Call Process
- Exhibit D DocOrigins EULA

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Beaufort County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Beaufort County  
PO Box 1228  
Beaufort, SC 29901-1228  
Attn: \_\_\_\_\_



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Sandy Gallagher  
 Date: 1/15/2020  
 Quote Expiration: 12/30/2019  
 Quote Name: Beaufort County-ERP-SaaS Flip  
 Quote Number: 2018-56658-3  
 Quote Description: SaaS Flip - 4/1/2020

**Sales Quotation For**

Beaufort County  
 PO Box 1228  
 Beaufort, SC 29901-1228  
 Phone +1 (843) 255-1000

**SaaS**

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
<b>Additional:</b>				
Concurrent Users (50)	\$50,000.00	3.25	\$162,500.00	0
Accounting/GL	\$27,010.00	3.25	\$87,783.00	0
Capitol Assets	\$6,203.00	3.25	\$20,160.00	0
Purchase Orders	\$6,203.00	3.25	\$20,160.00	0
Requisitions	\$5,170.00	3.25	\$16,803.00	0
Human Resources	\$10,396.00	3.25	\$33,787.00	0
Payroll	\$23,515.00	3.25	\$76,424.00	0
Recruiting	\$3,852.00	3.25	\$12,519.00	0
Accounts Receivable	\$5,634.00	3.25	\$18,311.00	0
Business License	\$5,124.00	3.25	\$16,653.00	0
General Billing	\$2,562.00	3.25	\$8,327.00	0
Tyler GIS	\$3,657.00	3.25	\$11,885.00	0
Permits & Code	\$10,055.00	3.25	\$32,679.00	0
Tyler Cashiering	\$8,794.00	3.25	\$28,581.00	0
Citizen Self Service	\$3,671.00	3.25	\$11,931.00	0
Employee Self Service	\$3,102.00	3.25	\$10,082.00	0

Crystal Reports	\$6,468.00	3.25	\$21,021.00	0
Munis Office	\$4,354.00	3.25	\$14,151.00	0
Role Tailored Dashboard	\$3,657.00	3.25	\$11,885.00	0
Tyler Content Manager SE	\$9,250.00	3.25	\$30,063.00	0
Tyler Forms Processing	\$5,387.00	3.25	\$17,508.00	0
Socrata Open Finance	\$14,035.00	3.25	\$45,614.00	0
<b>TOTAL:</b>	<b>\$218,099.00</b>		<b>\$708,822.00</b>	<b>0</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$5,600.00	\$5,600.00	\$0.00
Project Planning Services	1	\$6,000.00	\$6,000.00	\$0.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
				\$15,600.00
				<del>\$11,600.00</del>
				<b>\$4,000.00</b>

Sub-Total:

~~Less Discount:~~

**TOTAL:**

**Summary**

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$218,099.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$4,000.00</b>	<b>\$218,099.00</b>
<b>Contract Total</b>	<b>\$712,822.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_  
All primary values quoted in US Dollars

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

If selected SaaS term will run 4/1/2020 through 06/30/2023 to sync with Fiscal Year.

Transparency Upgrade, Socrata will replace Transparency annual fee on execution of SaaS Contract.



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.4 *Other Fixed Price Services:* Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.5 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%

Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

- 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. If SaaS term begins before the end of the annual maintenance term of Client’s on-premise agreement, Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### Issue Handling

#### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

#### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client

is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product

group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**End User License Agreement**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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DocOrigin

SOFTWARE LICENSE

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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
  - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

## 8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website [www.docorigin.com](http://www.docorigin.com).

**Last Updated: [July 18 2013]**

# Beaufort County SC - Upgrade to 24TB Devices

## Beaufort County SC

100 Ribaut Road, PO Drawer 1228  
Beaufort, SC 29902

## Jonathan Brown

IT Sys Management  
jonathanb@bcgov.net  
(843)-255-7083

Reference: 20210212-091606734

Quote created: February 12, 2021

Quote expires: July 31, 2021

Quote created by: Stacy Cobb

Business Development

stacy@thinkgard.com

+1 (205) 515-4593

## Patrick Hill

IT Systems Dept. Director  
phill@bcgov.net  
(843)-255-7044

### Comments from Stacy Cobb

This quote covers upgrading the 3 18TB backup appliances with the 24TB appliances in their place. The monthly charges currently paid for the 18TB appliances will be superceded by this new amount. Currently the 18TB backup appliances cost you \$2598 each and the new 24 TB boxes will be 2941.50 (We discount these \$600 a mo). Total difference will be an increase of \$1030.50/month. We are able to take advantage of our trade in policy on the 18Tb devices which will save you \$6,948.00 on each with the total cost of three brand new 24TB boxes for \$15,399.99.

## Products & Services

Item & Description	Quantity	Unit Price	Total
S4-E24 24TB Enterprise Appliance	3	\$12,081.33	\$15,399.99 after \$20,844.00 discount
<ul style="list-style-type: none"> <li>- CPU: 2x Xeon</li> <li>- RAM: 256GB</li> <li>- Array: RAID 6</li> <li>- NICs: 2x10GbE OS</li> <li>- Drive: 240GB SSD</li> <li>- Transfer Drive: 1x1TB</li> <li>- Chassis: 2U</li> </ul>			

DataGard TBR - E24	3	\$37,698.00 / year	\$105,894.00	<b>Item 2.</b>
Enterprise DataGard - 24TB Monthly Services			after \$7,200.00 discount	

Services Included in Monthly Rate

- \* 1 Year Time Based Retention (TBR)
- \* Local Backups - (1 hour - 24 hours)
- \* Backup replication - 2 bicoastal sites
- \* Support to keep backups running
- \* Assist in file and server recovery
- \* On Call Troubling Shooting Service
- \* Full technical DR documentation
- \* Annual cloud test
- \* 30 days of off-site virtualization  
after which a fee of \$200.00 per 24 hours will apply.

Implementation Services - Enterprise	1	\$999.00	\$249.00
Implementation Services - Enterprise			after \$750.00 discount

**Subtotals**

Annual subtotal			\$105,894.00
			after \$7,200.00 discount

One-time subtotal			\$15,648.99
			after \$21,594.00 discount

**Total \$121,542.99**

**Purchase Terms**

**Terms & Conditions**

By signing this Quote/Proposal, you are agreeing to the terms and conditions for the DataGard 3-Year Agreement here: <https://www.thinkgard.com/terms-conditions-datagard-3-year/>. You will be able to download a printable copy of the terms.

**Questions? Contact me**



Stacy Cobb  
Business Development  
stacy@thinkgard.com

+1 (205) 515-4593

Item 2.

ThinkGard LLC

160 Yeager Pkwy, Suite 200

Pelham, AL 35124

United States

[Download quote](#)

[Print quote](#)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1																
2																
3		2520 Whitehall Park Dr #250														
4		Charlotte, NC 28273														
5		860.606.2831														
6		OP-16868/Q-17176														
7																
8		Tom Collins														
9		704-496-6933														
10																
11	Quote #:	241726193	SC Cisco 4400016104							Smartnet Summary	CUSTOMER PRICE					
12	Quote Name:	Beaufort County Smartnet Renewal								Smartnet Renewal	\$41,590.47					
13	Quote Date:	18-Mar-21/refreshed 21-May-21								DNA Subscriptions	\$32,881.91					
14	Price Protection Ends:	30-Jun-21								Total	\$74,472.38					
15																
16																

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_

Serial Number/Quantity	Product Number	Product Description	Last Date of Support	Contract Level	Svc Lvl Descr.	Contract Number	Begin Date	End Date	Install Site ID	Install Site Name	Site Address Line 1	Site City	State	ZIP	Customer Price	
18	FGE20220ANJ	C1-C6807XL-S2T-BUN	Chassis+Fan Tray+ Sup2T+2xPower Supply; IP Services ONLY	10/31/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	419721942	BEAUFORT COUNTY COUNCIL	104 RIBAUT ROAD	BEAUFORT	SC	29901	\$4,549.36
19	FGE200401LK	C1-C6807XL-S2T-BUN	Chassis+Fan Tray+ Sup2T+2xPower Supply; IP Services ONLY	10/31/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$4,549.36
20	FDO20231JD3	C1-N9K-C9372PX-E	^^Cisco ONE Nexus 9300 with 48p 10G SFP+ and 6p 40G QSFP+	10/31/2023	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$997.12
21	FDO202407LY	C1-N9K-C9372PX-E-BUN	^^Cisco ONE Nexus 9372PX-E bundle PID	10/31/2023	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$997.12
22	FDO2020013M	C1-N9K-C9372PX-E-BUN	^^Cisco ONE Nexus 9372PX-E bundle PID	10/31/2023	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$997.12
23	FDO2032E1P4	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
24	FDO2032E1UH	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
25	FDO2032Q0WX	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
26	FDO2032Q10C	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
27	FDO2028E1G0	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
28	FDO2028E1G2	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
29	FDO2028E0TX	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
30	FDO2028E1FV	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
31	FDO2028E1FY	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
32	FDO2032E1T2	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
33	FDO2028E1G4	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
34	FDO2028E1FW	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
35	FDO2302FOAZ	C1-WS3650-48PQ/K9	Cisco One Catalyst 3650 48 Port PoE 4x10G Uplink	10/31/2026	SNT	SNTC 8X5XNBD	202674665	7/2/2021	7/1/2022	2001318375	BEAUFORT COUNTY LIBRARY	311 SCOTT ST	BEAUFORT	SC	29902	\$612.54
36	FCW21451037	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$591.93
37	FCW2124G02H	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$591.93
38	FOC2224Q090	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
39	FOC2224Z07B	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
40	FOC2224Z077	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
41	FOC2224Z072	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
42	FOC2224Z07A	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
43	FOC2224Z07D	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$591.93
44	CAT2213LOVN	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1017720427	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-0000	\$1,387.44
45	FJC2050L3CZ	CISCO1921-T1SEC/K9	^Cisco 1921 T1 Bundle incl. HWIC-1DSU-T1,256F/512D, SEC Lic	9/30/2023	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2001232199	BEAUFORT COUNTY SHERIFFS OFFICE	2001 DUKE ST	BEAUFORT	SC	29902	\$72.16
46	FTX1723AHTX	CISCO3925/K9	^Cisco 3925 w/SPE100(3GE,4EHWIC,4DSP,2SM,256MBCF,1GBDRAM,IPB)	12/31/2022	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$1,612.94
47	FTX1723AHTQ	CISCO3925/K9	^Cisco 3925 w/SPE100(3GE,4EHWIC,4DSP,2SM,256MBCF,1GBDRAM,IPB)	12/31/2022	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$1,612.94
48	FJC2209D087	ISR4431/K9	Cisco ISR 4431 (4GE,3NIM,8G FLASH,4G DRAM,IPB)		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$1,109.50
49	1530647582	L-CP5-MS-SW7=	EDelivery License for one Media Server on MSP		SAS	Software Applicatio	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$139.40
50	1530647580	L-CP5-OM-SW7=	EDelivery License for one Operations Manager On MSP		SAS	Software Applicatio	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$871.66
51	5270592099/qty 125	LIC-CT5520-1A	Cisco 5520 Wireless Controller 1 AP Adder License		ECMU	SWSS	201800015	7/2/2021	7/1/2022	1017720427	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-0000	\$2,665.00
52	FOC2025R1R1	N2348TQ-FA-BUN	Standard airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	9/30/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$377.38
53	FOC2026R1R3	N2348TQ-FA-BUN	Standard airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	9/30/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$377.38
54	FOC2026R1UQ	N2348TQ-FA-BUN	Standard airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	9/30/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$377.38
55	FOC2026R1TB	N2348TQ-FA-BUN	Standard airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	9/30/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$377.38
56	FOC2026R1VH	N2348TQ-FA-BUN	Standard airflow pack: N2K-C2348TQ, 2AC PS, 3 Fan	9/30/2025	SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$377.38
57	1816895583	N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$410.85
58	1816895542	N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$410.85
59	1817052186	N93-LAN1K9	LAN Enterprise License for Nexus 9300 Platform		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$410.85
60	1816895488	N93-SERVICES1K9	Nexus 9300 Network Services (ITD, IP Media Fabric)		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$179.75
61	1816895595	N93-SERVICES1K9	Nexus 9300 Network Services (ITD, IP Media Fabric)		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2001222656	BEAUFORT COUNTY	PO BOX 1228	BEAUFORT	SC	29901	\$179.75
62	1817052194	N93-SERVICES1K9	Nexus 9300 Network Services (ITD, IP Media Fabric)		ECMU	SWSS	201800015	6/16/2021	7/1/2022	2000256152	BEAUFORT COUNTY GOVERNMENT	100 RIBAUT ROAD	BEAUFORT	SC	29902-0000	\$179.75
63	FCW2102A55T	WS-C2960X-24PSQ-L	Catalyst 2960-X 24 GigE PoE 110W, 2xSFP + 2x1GBT, LAN Base		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1003318998	BEAUFORT COUNTY SHERIFFS OFFI	2001 DUKE ST	BEAUFORT	SC	29902	\$182.23
64	FOC2101Z43S	WS-C3850-48XS-S	Cisco Catalyst 3850 48 Port 10G Fiber Switch IP Base		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1003568373	BEAUFORT COUNTY SHERIFFS OFFIC	2001 DUKE ST	BEAUFORT	SC	29902	\$1,744.99
65	FOC2101Z39H	WS-C3850-48XS-S	Cisco Catalyst 3850 48 Port 10G Fiber Switch IP Base		SNT	SNTC 8X5XNBD	201800015	7/2/2021	7/1/2022	1003568373	BEAUFORT COUNTY SHERIFFS OFFIC	2001 DUKE ST	BEAUFORT	SC	29902	\$1,744.99
66	DNA Subscriptions															
67	5483458140	C6880-DNAC1A	DNAC1 Advantage Term C6880		SSTC	DNAC1 Advantage T	201800015	8/14/2021	8/13/2022	419721942	BEAUFORT COUNTY COUNCIL	104 RIBAUT ROAD	BEAUFORT	SC	29901	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
71		C9300-DNA-A-48=	C9300 DNA Advantage, 48-Port Term Licenses Spare		SSTC	Software Subscripti	201608252	9/9/2021	9/8/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$1,645.74
72		C9300-DNA-A-48=	C9300 DNA Advantage, 48-Port Term Licenses Spare		SSTC	Software Subscripti	201608252	9/9/2021	9/8/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$1,645.74
73		C9300-DNA-A-48=	C9300 DNA Advantage, 48-Port Term Licenses Spare		SSTC	Software Subscripti	201608252	9/9/2021	9/8/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$1,645.74
74	5483468598	C9300-DNA-A-48=	C9300 DNA Advantage, 48-Port Term Licenses Spare		SSTC	Software Subscripti	201608252	9/9/2021	9/8/2022	1015489607	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-4291	\$1,645.74
75	5483468793	C9300-DNA-P-48	C9300 48-Port DNA-Premier License		SSTC	C9300 48-Port DNA	201100531	1/19/2022	1/18/2023	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$1,884.38
76	5246579011	C9300-DNA-P-48	C9300 48-Port DNA-Premier License		SSTC	C9300 48-Port DNA	201100531	1/19/2022	1/18/2023	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$1,884.38
77		C9500-DNA-48Y4C-A=	C9500 DNA Spare License		SSTC	Software Subscripti	201599375	9/4/2021	9/3/2022	1017720427	BEAUFORT COUNTY MANAGEMENT	106 INDUSTRIAL VILLA	BEAUFORT	SC	29906-0000	\$5,513.23
78	5483468600	CAT-DNA-P-ADD	Catalyst DNA Premier Add-On, Term Licenses		SSTC	Catalyst DNA Premi	201100531	1/19/2022	1/18/2023	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$320.92
79	5483468795	CAT-DNA-P-ADD	Catalyst DNA Premier Add-On, Term Licenses		SSTC	Catalyst DNA Premi	201100531	1/19/2022	1/18/2023	1010963751	BEAUFORT COUNTY	309 MILL POND RD	BLUFFTON	SC	29910-0000	\$320.92
80																
81	Note:															
82	1.) Quote valid for 30 days unless revised.			<b>CISCO 30 DAY RENEWAL POLICY</b>												
83	2.) Please review for accuracy and notify NWN of any changes, moves, adds, or deletes.			Cisco has a Renewal Policy which states SMARTnet Coverage must be renewed during the first 30 days following the coverage "due date" in order												
84	3.) Sales tax not included.			to maintain service entitlement.												
85	4.) PO required before contract purchase.			Products that are not covered by a SMARTnet Contract on the 31st day following the renewal due date will fall off contract and be considered uncovered.												
86	5.) NWN will invoice upon shipment of product from OEM.			Uncovered product will be subject to a minimum charge of \$800/hour for TAC Service.												
87	6.) Payment term is Net 30 days.			In addition, uncovered product will not qualify for Advance Replacement nor IOS Updates.												



Pricing Proposal  
Quotation #: 20362429  
Reference #: Enrollment84375170  
Created On: Apr-20-2021  
Valid Until: May-30-2021

County of Beaufort

Account Representative

Patrick Hill  
Phone: 843-592-4422  
Fax:  
Email: phill@bcgov.net

Ralph Parmenter  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-211-0831  
Fax: 800-211-7954  
Email: ralph\_parmenter@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 EntCAL ALNG SA MVL UsrCAL wSrvcs Microsoft - Part#: 76A-00034 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1168	\$113.02	\$132,007.36
2 EntCALsrvcsforEnt ALNG SubsVL MVL PerUsr Microsoft - Part#: 6PV-00007 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1168	\$0.00	\$0.00
3 ExchgSvrEnt ALNG SA MVL Microsoft - Part#: 395-02504 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	3	\$712.53	\$2,137.59
4 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1	\$124.49	\$124.49
5 SfBSvr ALNG SA MVL Microsoft - Part#: 5HU-00216 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1	\$641.28	\$641.28
6 SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268 Contract Name: Microsoft Reseller Contract #: 4400017751	4	\$1,194.92	\$4,779.68

Coverage Term: Jul-01-2021 – Jun-30-2022  
Note: Year 1 of 3

11

Item 2.

7	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	8	\$2,209.66	\$17,677.28
8	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1	\$144.96	\$144.96
9	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	29	\$576.58	\$16,720.82
10	VSEntSubMSDN ALNG SA MVL Microsoft - Part#: MX3-00117 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	1	\$1,054.05	\$1,054.05
11	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	10	\$21.29	\$212.90
12	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	248	\$124.49	\$30,873.52
13	WINVDAPerDvc ALNG SubsVL MVL PerDvc Microsoft - Part#: 4ZF-00019 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 Note: Year 1 of 3	50	\$96.12	\$4,806.00
			Total	\$211,179.93

**Additional Comments**

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Item 2.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



Item 2.

Pricing Proposal  
Quotation #: 20556908  
Reference #: Enrollment84375170  
Created On: Jun-02-2021  
Valid Until: Jun-30-2021

### County of Beaufort

### Account Executive - South Carolina

**Patrick Hill**  
Phone: 843-592-4422  
Fax:  
Email: phill@bcgov.net

**John Witt**  
SHI Charlotte  
1900 South BLVD, Suite 105  
Charlotte, NC 28203  
Phone: 7044515278  
Fax:  
Email: john\_witt@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AzureprepaymentGShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	1	\$0.00	\$0.00
2 ExchgSvrStd ALNG SA MVL Microsoft - Part#: 312-02257 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	1	\$1,493.86	\$1,493.86
3 M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34704 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	1020	\$353.81	\$360,886.20
4 O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2N-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	10	\$374.45	\$3,744.50
5 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	24	\$576.58	\$13,837.92
6 VSEntSubMSDN ALNG SA MVL Microsoft - Part#: MX3-00117	1	\$1,054.05	\$1,054.05

Contract Name: Microsoft Reseller  
Contract #: 4400017751  
Coverage Term: Jul-01-2021 – Jun-30-2022  
**Note:** Year 1 of 3

Item 2.

7	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrcAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	10	\$21.29	\$212.90
8	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	160	\$124.49	\$19,918.40
9	WINVDAPerDvc ALNG SubsVL MVL PerDvc Microsoft - Part#: 4ZF-00019 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022 <b>Note:</b> Year 1 of 3	50	\$96.12	\$4,806.00
10	Microsoft Exchange Online Plan 2G - Subscription license - 1 user - GOV - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: 3NS-00003 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – <b>Note:</b> Year 1 of 3	20	\$73.71	\$1,474.20
11	EMSE5FullGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022	10	\$195.60	\$1,956.00
12	WinE5 GCC ALNG SubsVL MVL PerUsr Microsoft - Part#: AAF-21862 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022	10	\$141.60	\$1,416.00
13	CloudAppSecurityAOGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022	10	\$0.00	\$0.00
14	Defender for Identity for Use with GCC SubsVL AddOn to EMS E5 GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: Jul-01-2021 – Jun-30-2022	10	\$0.00	\$0.00
15	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Reseller Contract #: 4400017751	470	\$96.00	\$45,120.00





**Remittance:**

Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**Invoice**

12

Item 2.

<b>Invoice No</b> 025-333470	<b>Date</b> 06/01/2021	Page 1 of 1
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**Questions:**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: Beaufort County  
 Attn: Finance Department  
 P.O. Drawer 1228  
 Beaufort, SC 29901-1228

Ship To: Beaufort County  
 Attn: Finance Department  
 P.O. Drawer 1228  
 Beaufort, SC 29901-1228

<b>Cust No.-BillTo-ShipTo</b> 1033 - MAIN - MAIN	<b>Ord No</b> 144338	<b>PO Number</b>	<b>Currency</b> USD	<b>Terms</b> NET30	<b>Due Date</b> 07/01/2021
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Date	Description	Units	Rate	Extended Price
Contract No.: BEAUFORT COUNTY, SC				
	EnerGov - VirtualPay - Annual SaaS Fees - Included at No Cost Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	0.00	0.00
	EnerGov - Licensing & Regulatory Suite (LRM) - Annual SaaS Fees Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	22,358.70	22,358.70
	EnerGov - Permitting & Land Management (PLM) - Annual SaaS Fees Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	73,770.48	73,770.48
	EnerGov - Citizen Self Service - Permitting & Land Mgmt (PLM) - Annual SaaS Fees Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	22,050.00	22,050.00
	EnerGov - eReviews - Annual SaaS Fees Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	31,972.50	31,972.50
	EnerGov - GIS - Annual SaaS Fees - Included at No Cost Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	0.00	0.00
	EnerGov - IG Workforce Apps - Annual SaaS Fees Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	12,965.40	12,965.40
	EnerGov - My GovPay - Annual SaaS Fees - Included at No Cost Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	0.00	0.00
	EnerGov - Report Toolkit - Annual SaaS Fees - Included at No Cost Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	0.00	0.00
	EnerGov - Standard Technical Support - Annual SaaS Fees - Included at No Cost Maintenance: Start: 01/Jul/2021, End: 30/Jun/2022	1	0.00	0.00

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

<b>Subtotal</b>	163,117.08
<b>Sales Tax</b>	0.00
<b>Invoice Total</b>	163,117.08



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Resolution revising Resolution 2020/26 reflecting the appropriate amount of CDBG and local funding containing the required cost savings language for the Detour Road Sidewalk Extension Project.
<b>MEETING NAME AND DATE:</b>
County Council – June 28, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering <i>(5 min)</i>
<b>ITEM BACKGROUND:</b>
Resolution 2020/26 authorized the County Administrator to make application to the South Carolina Department of Commerce, Grants Administration for Community Enrichment Funds. Upon grant approval, the Department of Commerce requires a revised Resolution reflecting the project funding budget. <b><i>Public Facilities Committee approved June 21, 2021</i></b>
<b>PROJECT / ITEM NARRATIVE:</b>
Detour Road Sidewalk Extension has an overall cost of \$461,868. To supplement the cost of this project, Beaufort County received a Community Development Block Grant for \$200,000. This grant will be matched with \$61,868 from the Road Use Fees and \$250,000 from the Seabrook Solar Farm donation.
<b>FISCAL IMPACT:</b>
This grant will be matched with \$61,868 from the Road Use Fees (TAG Fees) and \$250,000 from the Seabrook Solar Farm donation.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Resolution revising Resolution 2020/26 reflecting the appropriate amount of CDBG and local funding containing the required cost savings language for the Detour Road Sidewalk Extension Project.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, there is a need to address quality of life issues for Beaufort County, and addressing the concerns and issues of low-to-moderate income (LMI) residents is a priority for the County, and pedestrian pathways have been identified as a priority community need for Beaufort County; and

**WHEREAS**, Beaufort County has taken steps to address this need by adopting Resolution 2020/26 authorizing the Interim County Administrator, Eric Greenway, to make application to the South Carolina Department of Commerce, Grants Administration for Community Enrichment Funds; and

**WHEREAS**, Beaufort County was awarded a Special Projects Grant from the Community Development Block Grant Program in the amount of \$200,000 for the Detour Road Sidewalk Extension Project; and

**WHEREAS**, The Department of Commerce Grants Administration requires a revised Resolution reflecting the appropriate amount of CDBG and local funding containing the required cost savings language; and

**WHEREAS**, Beaufort County is to commit funds in the amount of \$261,868 to meet the projected project budget; and

**WHEREAS**, Beaufort County commits to sharing cost savings on a pro rata basis based on the application budget.

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Beaufort County, South Carolina, that Beaufort County commits funds in the amount of \$261,868 and commits to sharing cost savings on a pro rata basis for the Detour Road Sidewalk Extension Project.

**ADOPTED**, THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Joe Passiment, Chairman

**ATTEST:**

\_\_\_\_\_  
Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.
<b>MEETING NAME AND DATE:</b>
County Council – June 28, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator – Engineering (5 mins)
<b>ITEM BACKGROUND:</b>
On November 18, 2019, County Council adopted Resolution 2019-44 authorizing the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County for the 2018 One Cent Sales Tax Program. <i>Public Facilities Committee approved June 21, 2021</i>
<b>PROJECT / ITEM NARRATIVE:</b>
To expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended. The Resolution authorizes delegate negotiating authority as follows: <ol style="list-style-type: none"><li>1. County Administrator up to \$500,000</li><li>2. Assistant County Administrator – Engineering up to \$250,000</li><li>3. Director of Transportation Engineering up to \$100,000</li><li>4. Right of Way Manager up to \$50,000</li></ol>
<b>FISCAL IMPACT:</b>
N/A
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny the Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum projects approved by voters November 6, 2018.

**RESOLUTION 2021/\_\_\_\_\_****A RESOLUTION ESTABLISHING RIGHT OF WAY ACQUISITION POLICIES ASSOCIATED WITH THE IMPLEMENTATION OF 2018 ONE CENT SALES TAX REFERENDUM PROJECTS APPROVED BY VOTERS NOVEMBER 6, 2018**

**WHEREAS**, , Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1 %) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

**WHEREAS**, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

**WHEREAS**, County Council adopted Resolution 2019/44 attached as Exhibit “A” authorized the acquisition of all right of ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right of ways needed to complete projects listed on attached Exhibit “A” ; and

**WHEREAS**, County Council further authorized, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects; and

**WHEREAS**, in an effort to expedite the acquisition process necessary for project completion, exceptions to the current property purchasing standards need to be addressed as the program is governed by an Intergovernmental Agreement with South Carolina Department of Transportation (SCDOT) and shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended, and S.C. Code of Laws Titles 57 and 28, as amended; and

**WHEREAS**, in an effort to expedite projects to the construction stage, the County Administrator, currently authorized to approve payments not to exceed \$50,000, be authorized to approve right of way (ROW) transactions up to \$500,000 and delegate negotiating authority to the acquisition team as follows:

1. Assistant County Administrator - Engineering up to \$250,000
2. Director of Transportation Engineering up to \$100,000
3. Right of Way Manager up to \$50,000

**WHEREAS**, County Council shall approve all payments exceeding \$500,000 and shall approve eminent domain proceedings; and

**WHEREAS**, to expedite payment for the right of way acquisition process, the County waives the requirement to issue purchase orders over \$1,500 and will amend the Beaufort County Procurement Code; and

**NOW, THEREFORE, BE IT RESOLVED** Beaufort County Council hereby establishes the right of way acquisition policies and approval authorities for the 2018 One Cent Transportation Sales Tax Referendum program as set forth above.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

# Exhibit "A"

## RESOLUTION 2019 / 44

WHEREAS, Beaufort County Council adopted an Ordinance on November 13, 2017 to impose a One Percent (1%) Transportation Sales and Use Tax for not more than four (4) years, if approved by referendum, to authorize the issue of General Obligation Bonds not to exceed One Hundred Twenty Million Dollars (\$120,000,000) to fund Transportation-related projects; and

WHEREAS, a Referendum to approve the expenditure of One Hundred Twenty Million Dollars (\$120,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 6, 2018; and

WHEREAS, the voters of Beaufort County voted to approve implementing the one (1%) percent sales tax by a margin of nearly fifty-eight (58%) percent; and

WHEREAS, it is necessary to acquire right-of-ways from private landowners for the purpose of implementing the public projects hereinafter enumerated which were approved by the citizens of Beaufort County; and

WHEREAS, all acquisitions of such right-of-ways will conform to the standards approved by Beaufort County, South Carolina Department of Transportation and the Federal Highway Administration; and

WHEREAS, the construction of all projects is vital to the health and safety of the residents, citizens and tourists in Beaufort County, including, but not limited to, evacuation routes in the event of hurricanes; and

WHEREAS, Beaufort County will conduct 2 public meetings on each of the roadway and pathway projects in order to disseminate project information and obtain community feedback, and;

WHEREAS, Beaufort County staff will update the Public Facilities Committee on a quarterly basis regarding the status of ongoing capital projects, and;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the following projects:

1. Hilton Head Island – US 278 Corridor Traffic Improvements
2. Lady’s Island Corridor Traffic Improvements
3. Sidewalks and Multi-Use Pathways – Safe Routes to School:
  - a. Burnt Church Road, Ulmer Road, and Shad Road
  - b. Laurel Bay Road Pathway Widening
  - c. Bluffton Parkway Phase I
  - d. Joe Frazier Road
  - e. Meridian Road
  - f. Alljoy Road
  - g. Salem Road, Old Salem Road, and Burnt Hill Road
  - h. Middle Road
  - i. Stuart Point
  - j. Broad Rover Boulevard and Riley Road
  - k. Broad River Drive
  - l. Lake Point Drive and Old Miller Road Pathway Connection

- m. Dr. Martin Luther King, Jr. Drive
- n. Ribuat Road to Parris Island Gateway
- o. Pine Grove Road and Burton Wells Road
- p. Spanish Moss Trail Extension
- q. Seabrook Road
- r. Depot Road
- s. Chowan Creek Bluff
- t. U.S. 17 Pathways Extension
- u. Bruce K. Smalls
- v. Paige Point
- w. Big Road
- x. Big Estate Road

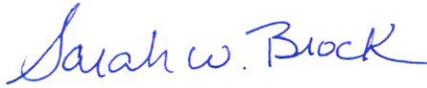
IT IS FURTHER RESOLVED, that County Council further authorizes, as necessary, such acquisitions to include highways, roads, streets, bridges, mass transit systems, green belts and other transportation related project facilities, including, but not limited to, drainage facilities relating to the highways, roads, streets, bridges and other transportation related projects.

Adopted this 18<sup>th</sup> day of November, 2019.

COUNTY COUNCIL OF BEAUFORT  
COUNTY

By:   
Stewart H. Rodman , Chairman

Attest:

  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

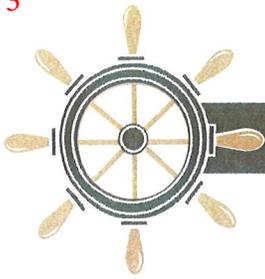
<b>ITEM TITLE:</b>
<i>Public Facilities Committee’s Recommendation for FY22 Contract Renewal Approvals over \$100,000 from Various Departments to County Council</i>
<b>MEETING NAME AND DATE:</b>
<i>County Council Meeting, June 28, 2021</i>
<b>PRESENTER INFORMATION:</b>
<i>David L. Thomas, CPPB, CPPO Purchasing Director, 5 minutes</i>
<b>ITEM BACKGROUND:</b>
<i>To improve our process for renewing annual contract renewals a summary sheet (see the attached excel sheet) is provided for Council’s review and approval. The summary sheet provides the vendor name, purpose, requesting department, account name and number, prior and current contract cost, term, and notes. The Department Head responsible for the contract or their representative will be available for questions during the Council meeting.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Cost increases in some of the contracts are due COVID-19, additions to services and CPI adjustments. See the notes section on the attached summary sheet for each contract. Department backup support is also included and numbered to match the contract item number on the contract list.</i>
<b>FISCAL IMPACT:</b>
<i>See the attached Excel Summary Sheet covering contracts A-J. Accounts used, FY21 and the new FY 22 cost are included on the attached Excel Summary Sheet.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>The Public Facilities Committee recommends to County Council, approval of the contract renewals (Items A-J) as stated in the attached summary.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Approve or Deny the contract renewals.</i>

**Public Facilities Committee's approved FY22 Contract Renewals over \$100,000 for County Council Approval**

- A. WASTE MANAGEMENT HICKORY HILL LANDFILL - SOLID WASTE - \$3,000,000
- B. REPUBLIC WASTE SERVICES - SOLID WASTE HAULING - \$2,060,000
- C. OAKWOOD LANDFILL WASTE MANAGEMENT RIDGELAND - DISPOSAL OF CLASS II - \$377,000
- D. SOUTH COAST RESOURCES INC - YARD WASTE RECYCLING - \$248,000
- E. ECOFLO - HOUSEHOLD HAZARDOUS WASTE - \$183,700
- F. DOLPHIN SHARED MANAGEMENT - DAUFUSKIE TRANSFER SOLID WASTE - \$145,000
- G. POWERHOUSE - ELECTRONIC WASTE - \$110,000
- H. C2G - WASTE TIRE HAULING - \$108,000
- I. A&B CLEANING SERVICES INC. - CLEANING FOR COUNTY FACILITIES - \$630,000
- J. TETRA TECH INC - STORM DEBRIS REMOVAL ETC. - ONLY WILL COST IF UTILIZED

\*Note - The contract list below is not in the same order as the list on the previous page

	Vendor	Purpose	Department	Account	FY21 Cost	FY22 Cost	Term (Beg/End)	
1	C2G	Waste tire hauling/recycling	Solid Waste	23450011-51160	\$108,000	\$108,000.00	6/30/2019 thru 6/30/2023	Cindy Carter
NOTES	This is a tire grant fund. Revenues provided from SC Department of Revenue. Costs for FY21 currently \$72,194 through 10 months. Final Estimate Pending							
2	Powerhouse	Electronics Waste	Solid Waste	10001340-51164	\$110,000	\$110,000	11/01/2019 Thru 10/31/2024	Cindy Carter
NOTES	No change							
3	Dolphin Shared Management	Daufuskie Transfer Solid Waste	Solid Waste	10001340-51166	\$132,096	\$145,000	09/01/18 Thru 06/30/28	Cindy Carter
NOTES	CPI and barge increase for FY22							
4	ECOFLO	Household Hazardous Waste Services	Solid Waste	10001340-51160	\$183,700	\$183,700	03/25/2020 Thru 06/30/2023	Cindy Carter
NOTES	No change							
5	South Coast Resources, Inc.	Yard waste recycling services	Solid Waste	10001340-51166	\$234,000	\$248,000	6/30/2019 thru 6/30/2023	Cindy Carter
NOTES	CPI and population increase anticipated							
6	Oakwood Landfill Waste Management Ridgeland, South Carolina	Disposal of Class II Waste	Solid Waste	10001340-51166	\$355,000	\$377,000	6/30/2018 thru 6/30/2023	Cindy Carter
NOTES	CPI and population increase anticipated							
7	Republic Waste Services	Solid Waste Hauling	Solid Waste	10001340-51165	\$2,000,000	\$2,060,000	6/30/2018 thru 6/30/2022	Cindy Carter
NOTES	CPI and population increase anticipated							
8	Waste Management Hickory Hill Landfill	Solid Waste	Solid Waste	10001340-51166	\$2,600,000	\$3,000,000	07/15/15 Thru 06/30/25	Cindy Carter
NOTES	CPI and population increase anticipated							
9	Tetra Tech Inc.	Storm Debris Removal, Debris Management, Site Operation and Disosak Services for Beaufort County	Disaster Recovery		No cost due to no storms	Only will cost if utilized after storm event. Cost sheet attached	09/10/2018 Thru 09/09/2023	Pamela Cobb
NOTES	Contractor for hurricane evt. There is no cost for this contract unless services are utilized. Some costs are reimbursed by the Federal Government. The hauling prices are fixed from an RFP process							
10	A&B Cleaning Services Inc.	Cleaning of County Facilities	Facility Management	10001310-51210	\$551,196.00	\$630,000.00	7/1/2021 thru 6/30/2022	Mark Roseneau
NOTES	4 additional facilities (42,000 sf) in FY 22 and 4% increase from Contractor because of increase in high touch cleaning, high frequency wipe down and fogging due to Covid 19. Explanation attached.							



# Hutchinson Island Terminal, LLC

To Our Valued Customers:

We are all going through a very difficult time with the Coronavirus and its effect on our family, economy, and our everyday life. The Coronavirus will continue, unfortunately, into the new year until it is brought under control and we can all get back to some type of "new normal."

The barge operation from Savannah to Daufuskie Island is no exception as we continue to strive to meet your barging needs.

Since Melrose and Bloody Point have been shut down for a long time, it has had a very significant effect on our barge operations due to much lower activity levels. We have tried to supplement revenue losses by working with the Coast Guard and the Army Corps. of Engineers. This work involves the dredging of the Savannah River to accommodate the much larger Panamax Container ships. We have always made the Daufuskie Island trips a priority while continuing our Daufuskie Island services.

We have been successful for 13+ years without a price increase. However, since all good things must come to an end, we have had to initiate the following prices effective February 15, 2021.

Square Footage Rate	\$3.20
Pallets	\$55.00
Bulk Material (Sand, Rock, etc.)	\$13.25 per Ton

This is a significant increase but it is necessary at this time. We seek to run a very safe operation and there is a significant amount of support equipment involved to safely carry houses, cranes, cement trucks, asphalt equipment, fire and ambulance vehicles, gasoline and propane vehicles, and building/bulk materials. We are nearing the end of a contract where we will carry 700 tons of very large rocks per trip to Jones Island. Insurance for our type of operation as well as many other expenses are significant. To date all our contracts have always included verbiages to insure we include Daufuskie Island.

If you have any questions, please feel free to contact Doug (912) 232-1836 or Jim (912)313-9093.

In closing, stay safe and keep a positive attitude.

Regards,

*JK*  
Jim Reilley

*WB*  
Doug Broome

**From:** [Carter, Cindy](#)  
**To:** [Moyer, Victoria](#)  
**Subject:** FW: FY '22 Daufuskie Transfer Station Services  
**Date:** Thursday, June 3, 2021 11:38:11 AM  
**Attachments:** [20210224130659 \(1\).pdf](#)

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Here is the note from Dolphin for backup:

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**From:** Casey Scott <williamscott123@gmail.com>  
**Sent:** Thursday, March 4, 2021 8:40 AM  
**To:** Carter, Cindy <ccarter@bcgov.net>  
**Subject:** FY '22 Daufuskie Transfer Station Services

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

Hi Cindy,

As mentioned last week, we've experienced a pretty significant jump in the Daufuskie barge rates from \$2.65/sqft to \$3.20/sqft (letter from barging company attached). Averaging one compactor per 2 weeks and one open-top dumpster every 3 weeks, this equates to approx 42 County-related barge trips per year, or in other words, a **\$338.8/month barging related increase**.

Our CPI increase for the year is 5.252% (link to BLS website below). Combined with the above, this equals **\$11,924.64/month for the upcoming fiscal year**.

[https://data.bls.gov/timeseries/CUUR0350SA0?amp%253bdata\\_tool=XGtable&output\\_view=data&include\\_graphs=true](https://data.bls.gov/timeseries/CUUR0350SA0?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true)

Thanks and please let me know if you have any questions,

Casey Scott  
843.422.8226

**MASTER SERVICES AGREEMENT  
BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA  
AND TETRA TECH, INC.**

**THIS AGREEMENT** is made by and between **BEAUFORT COUNTY, SOUTH CAROLINA** located at 106 Industrial Village Road, Beaufort, SC 29906, hereinafter referred to as ("Client") and **TETRA TECH, INC.**, hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

**WHEREAS**, Beaufort County, South Carolina has issued Request for Proposal No. 071217 for disaster debris management and financial recovery services; and

**WHEREAS**, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. 071217 issued by Beaufort County, South Carolina through a competitive bidding process; and

**WHEREAS**, Contractor must comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II as specified in **Exhibit C and D**, attached hereto and incorporated herein.

**NOW THEREFORE**, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster debris management and financial recovery services as described in **Exhibit A1 and A2**. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work. A sample Notice to Proceed and Task Order are attached hereto as **Exhibit E1 and E2**.
2. **Term:** The term of this Agreement shall begin on September 10, 2018 and shall continue in full force for one (1) year from the date of award, with the option to extend the for four (4) additional one (1) year period, upon mutual agreement of the parties.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing rates and all non-labor expenses as set forth in Exhibit B.

Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov) (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage shall be invoiced at the federally published rate; (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost without mark-up.

8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

***All invoices shall be delivered to:***  
*Beaufort County, South Carolina*  
*106 Industrial Village Road*  
*Beaufort, SC 29906*

Payment shall be made to the following address:  
**Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642**

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

- 9. **Indemnity:** Contractor shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from a negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from expenses, including reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, his agents, or employees.
- 10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

- 11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Contractor harmless from any and all claims or damages related to the release, change or reuse.
- 12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. No employee or officer of Client shall have individual liability to Contractor. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000).
- 13. **No Consequential Damages:** In no event and under no circumstances shall Contractor or Client be liable to the other for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Each party shall attempt to resolve conflicts or disputes under the Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under the Agreement or which relates in any way to the Agreement or the subject matter of the Agreement, either party may pursue litigation after notifying the other party of their intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

David L. Thomas  
Purchasing Director  
Beaufort County, South Carolina  
106 Industrial Village Road  
Beaufort, SC 29906  
Phone: 843-255-2350  
Email: [dthomas@bcgov.net](mailto:dthomas@bcgov.net)

**Contractor:**

Betty Kamara  
Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way. Suite 120  
Maitland, FL 32751  
Phone: 321-441-8518 | 407-803-2551  
[betty.kamara@tetrattech.com](mailto:betty.kamara@tetrattech.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the South Carolina. The venue for any and all legal action necessary to enforce the

Agreement shall be Beaufort County, South Carolina.

22. **Compliance with the SAVE Program:** The contractor will execute an affidavit, attached as Exhibit C, that verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Calcasieu Parish has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.
23. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
24. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
25. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
26. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
27. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
28. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
29. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making

of this Agreement.

- 30. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 31. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.
- 32. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

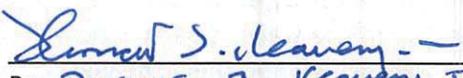
- 33. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

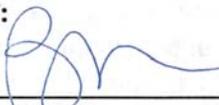
**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.

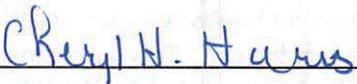
**CONTRACTOR:** TETRA TECH, INC.

**CLIENT:** BEAUFORT COUNTY, SOUTH CAROLINA

  
 By: Jonathan Burgiel  
 Title: Vice President/Operations Manager  
 Date: 09/10/2018

  
 By: Thomas J. Keaveney II  
 Title: INTERIM COUNTY ADMINISTRATOR  
 Date: September 10, 2018

**ATTEST:**  
  
 Betty Kamara, Contracts Administrator

**ATTEST:**  


## EXHIBIT B

Debris Monitoring Positions	Paper-Based Ticketing			Automated Ticketing		
	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)	Estimated Hours	Hourly \$ Rate	Extension col. (d)*(e)
	(a)	(b)	©	(d)	(e)	(g)
Project Manager	840	\$59.00	\$ 49,560	840	\$59.00	\$ 49,560
Operation Managers	1,680	\$55.00	\$ 92,400	1,680	\$55.00	\$ 92,400
Field Supervisors	2,880	\$42.00	\$ 120,960	2,880	\$42.00	\$ 120,960
GIS Analyst	360	\$55.00	\$ 19,800	360	\$55.00	\$ 19,800
Environmental Specialists	240	\$55.00	\$ 13,200	240	\$55.00	\$ 13,200
Billing/Invoicing/Data Managers	600	\$55.00	\$ 33,000	500	\$55.00	\$ 27,500
Project Coordinators	1,440	\$32.00	\$ 46,080	1,100	\$32.00	\$ 35,200
Load Ticket Data Entry Clerks	960	\$32.00	\$ 30,720	-		\$ -
Collection Crew Monitors	21,600	\$35.00	\$ 756,000	21,600	\$35.00	\$ 756,000
Tower Monitors	2,160	\$35.00	\$ 75,600	2,160	\$35.00	\$ 75,600
Residential Drop-off Monitors	720	\$35.00	\$ 25,200	720	\$35.00	\$ 25,200
Automated Ticketing Specialists				300	\$35.00	\$ 10,500
<b>Grand Total</b>	<b>33,480</b>		<b>\$ 1,262,520</b>	<b>32,380</b>		<b>\$ 1,225,920</b>

Grant Management Consulting Positions	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)
	(a)	(b)	©
Senior Grant Management Consultant	40	\$155.00	\$6,200.00
Grant Management Consultant	60	\$125.00	\$7,500.00
Administrative Assistant	20	\$45.00	\$900.00
<b>Grand Total</b>	<b>120</b>	<b>\$ -</b>	<b>\$14,600.00</b>

Emergency Management Consulting Positions	Estimated Hours	Hourly \$ Rate	Extension col. (a)*(b)
	(a)	(b)	©
Senior Planner	40	\$125.00	\$5,000.00
Planner	20	\$85.00	\$1,700.00
<b>Grand Total</b>	<b>60</b>	<b>\$ -</b>	<b>\$6,700.00</b>



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

David L. Thomas  
Purchasing Director  
843.255.2305  
dthomas@bcgov.net

Victoria Moyer  
Contract Specialist  
843-255-2295  
victoria.moyer@bcgov.net

August 11, 2020

Tetra Tech, Inc.  
2301 Lucien Way  
Suite 120  
Maitland, FL 32751

Re: Contract for Disaster Debris Management & Financial Recovery Services for Beaufort County

Contract Number: RFP 071217

It is a great pleasure to inform you that Beaufort County wishes to renew the above-mentioned contract in accordance with the original contract dated September 10, 2018. The contract renewal period will commence September 10, 2020 and extend through September 9, 2021. This is a one-year contract with 4 one-year extensions.

Please sign below and kindly return this signed document as well as an updated Certificate of Insurance at your earliest convenience.

We look forward to your continued success during the contract period ahead. Please contact Victoria Moyer at 843-255-2295 or [victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net) if you have any questions.

Regards,

*Dave Thomas*

Dave Thomas, CPPB, CPPO  
Purchasing Director, Beaufort County

*The signature below authorizes the renewal of the aforementioned Contract for an additional 2 (two) year terms pursuant to amendments, original contract, and Terms and Conditions found in the original solicitation.*

Authorized Name and Title to Bind Contract  
Jonathan Burgiel  
Business Unit President  
Tetra Tech, inc.

08/14/2020  
Date

Mark,

That is very helpful, we will put your remarks in the justification block on the spread sheet. Do you have an email where A & B confirmed the pricing increase or are you just waiting until we need the services?

Respectfully,

Dave

David (Dave) L. Thomas, CPPB, CPPO  
Purchasing Director, Beaufort County  
P.O. Drawer 1228  
106 Industrial Village Road, Bld#2  
Beaufort, SC 29901  
Office: 843-255-2304  
Mobile: 843-812-8217  
[dthomas@bcgov.net](mailto:dthomas@bcgov.net)



---

**From:** Roseneau, Mark <[markr@bcgov.net](mailto:markr@bcgov.net)>

**Sent:** Friday, June 4, 2021 9:10 AM

**To:** Thomas, Dave <[dthomas@bcgov.net](mailto:dthomas@bcgov.net)>

**Cc:** Moyer, Victoria <[victoria.moyer@bcgov.net](mailto:victoria.moyer@bcgov.net)>; O'Donnell, Vanessa <[vodonnell@bcgov.net](mailto:vodonnell@bcgov.net)>

**Subject:** RE: Detention Center NTP Meeting

Dave,

Our FY 22 budget submission of \$630K includes the FY 21 \$539K and the estimated increase of \$91K cover the cost of service for our new facilities, Ft. Fremont, new A. Horne building, EMS Shanklin and S.O. as well as the increase for the pandemic.

Thanks,

Mark

**Mark E. Roseneau, Director**

Facility Management

120 Shanklin Road

Beaufort, South Carolina 29906

(843) 255-2748 Voice

(843) 255-9448 Fax

# Press Release – FAA Awards \$898.9 Million in Airport Improvement Grants

## For Immediate Release

May 13, 2021

Contact: [pressoffice@faa.gov](mailto:pressoffice@faa.gov)

## Celebrating 75 Years of Airport Grants

**WASHINGTON** – The U.S. Department of Transportation’s [Federal Aviation Administration](#) (FAA) announced the award of more than \$898.9 million in infrastructure and safety projects through the [FY2021 Airport Improvement Program](#) (AIP). This total includes \$113.5 million in [American Rescue Plan Act](#) funding to award all grants at a 100-percent federal share.

Airport Grants Announced on May 13, 2021

State	City	Airport	Airport Locator ID	Description of Work	Total Funding Amount
SC	Hilton Head Island	Hilton Head	HXD	Acquire Aircraft Rescue & Fire Fighting Vehicle, Strengthen Runway, Strengthen Taxiway	\$1,322,244



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Hilton Head Island Airport (HXD) – Aircraft Rescue and Fire Fighting Class 4 Truck – Oshkosh Airport Products <i>(Fiscal impact: Oshkosh Airport Products bid - \$699,380.00 This project is <b>funded 100% by an FAA AIP Grant</b>)</i>
<b>MEETING NAME AND DATE:</b>
County Council – June 28, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. ACA Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
The Hilton Head Island Airport must provide Aircraft Rescue and Firefighting (ARFF) services in order to maintain compliance with FAA requirements as a CFR Part 139 Commercial Service Airport. The airport’s ARFF index now requires this additional ARFF vehicle. The expense is eligible for and has received FAA Airport Improvement Program grant funding.
<b>PROJECT / ITEM NARRATIVE:</b>
The addition of this vehicle increases the equipment readiness of the ARFF which results in added protection for those who use the Hilton Head Island Airport. Due to the length of time to build this custom vehicle, funds will not actually be expended for approximately a year.
<b>FISCAL IMPACT:</b>
<i>Oshkosh Airport Products bid - \$699,380.00</i> 100% of cost is covered by FAA
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Approve the purchase of the Aircraft Rescue and Fire Fighting (ARFF) Class 4 Truck from Oshkosh</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve /deny the purchase of the Aircraft Rescue and Fire Fighting (ARFF) Class 4 Truck from Oshkosh.</i>

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



<b>Project Name:</b>	Aircraft Rescue and Firefighting (ARFF) Vehicle
<b>Project Number:</b>	IFB 050721HXD
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	12-May-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	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	TOTAL COST
Oshkosh	X	X	X	X	None	X	Base Cost \$653,626.00 Tax \$ 45,754.00 Total Price \$ 699,380.00
Rosenbauer		X		X	None	X	Base Cost \$ 674,980.00 Tax \$47,248.60 Total Price \$722,228.60

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.

*David Thomas*  
 \_\_\_\_\_  
 Bid Administrator Signature

*Victoria Moyer*  
 \_\_\_\_\_  
 Bid Recorder

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. FOUR-FINAL or SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT Hilton Head Island Airport (HXD) DATE September 14, 2020

LOCATION Hilton Head Island, SC AIP PROJECT NO. 3-45-0030-40-2017

CONTRACTOR Quality Enterprises USA, Inc. – RUNWAY  
3 EXTENSION

This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by:	<u>Patrick E. Turney,</u> <u>Talbert, Bright &amp; Ellington, Inc.</u>	<u>September 14, 2020</u>
	Engineer	Date
Approved by:	<u>Beaufort County</u>	<u>4/27/2021</u>
	Owner	Date
Accepted by:	<u>Quality Enterprises USA, Inc.</u>	<u>9-17-20</u>
	Contractor	Date
Concurred by:	<u>Ray W. Sargent</u>	<u>05-11-2021</u>
	State Aeronautics (if applicable)	Date
Approved by:	<u>Federal Aviation Administration</u>	<u>05-12-2021</u>
		Date

**NOTE:** Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

Certified current 5/15/2007

**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).
  - To revise the quantities to the actual quantities installed as part of the project and to add new contract items that were required to complete the project.
2. Reason(s) for the change(s) *(Continue on reverse if necessary)*
  - To revise the quantities to the actual quantities installed as part of the project and to add new contract items that were required to complete the project.
3. Justifications for unit prices or total cost.
  - All original contract unit prices shall remain unchanged. A review of the new contract items unit prices was performed and found to be reasonable and justified. Total cost of the project shall increase by \$264,341.38 for the actual quantities installed and new contract items added. The new contract value is \$8,491,255.58.

- 4. The sponsor's share of this cost is available from:
  - **Airport fund.**
- 5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision: Yes  No  Not Applicable
- 6. Has consent of surety been obtained? Yes  Not Necessary .
- 7. Will this change affect the insurance coverage? Yes  No .
- 8. If yes, will the policies be extended? Yes  No .
- 9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?  
 Yes  No  When September 8, 2020 With Whom Kyle Cody (FAA - Atlanta ADO)

Comment

N/A

Submit 4 copies to the FAA

Certified current 5/15/2007

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

CHANGES ORDERED: RECONCILE THE FOLLOWING QUANTITIES OF THE ORIGINAL CONTRACT ITEMS TO REFLECT THE QUANTITIES INSTALLED  
**BASE BID - RUNWAY 3 EXTENSION**

ITEM	DESCRIPTION	ORIGINAL QTY.	COMPLETED QTY.	UNIT	UNIT PRICE	TOTAL PRICE	INCREASED AMOUNT	DECREASED AMOUNT
1	MOBILIZATION	1.00	1.00	LS	\$745,000.00	\$745,000.00		
2	TEMPORARY CONSTRUCTION ENTRANCE	2.00	2.00	EA	\$2,000.00	\$4,000.00		
3	TEMPORARY SILT FENCE	4,180.00	5,615.00	LF	\$3.00	\$16,845.00		
4	TEMPORARY RELOCATED SILT FENCE	140.00	850.00	LF	\$3.00	\$2,550.00		
5	TYPE 'A' INLET PROTECTION	3.00	15.00	EA	\$110.00	\$1,650.00		
6	TYPE 'W' INLET PROTECTION SKIMMER WITH TEMPORARY WOOD RISER	3.00	3.00	EA	\$630.00	\$1,890.00		
7	TEMPORARY DIVERSION DITCH	2.00	2.00	EA	\$3,000.00	\$6,000.00		
8	TEMPORARY SEDIMENT BASIN	2,065.00	2,400.00	LF	\$3.00	\$7,200.00		
9	OUTLET PROTECTION RIP RAP	2.00	2.00	EA	\$10,000.00	\$20,000.00		
10	TEMPORARY CONCRETE WASHOUT CLEARING AND GRUBBING	25.00	96.00	CY	\$200.00	\$19,200.00		
11	REMOVE INDIVIDUAL TREE & GRIND STUMP	1.00	1.00	EA	\$1,900.00	\$1,900.00		
12	REMOVE INDIVIDUAL TREE & GRIND STUMP	2.30	2.80	AC	\$6,900.00	\$19,320.00		
13	REMOVE EXISTING BITUMINOUS PAVEMENT, FULL DEPTH (AIRFIELD)	4.00	7.00	EA	\$1,700.00	\$11,900.00		
14	REMOVE EXISTING BITUMINOUS PAVEMENT, FULL DEPTH (NON-AIRFIELD)	6,500.00	7,392.00	SY	\$5.50	\$40,656.00		
15	REMOVE EXISTING BUILDING #1, COMPLETE	7,250.00	2,300.00	SY	\$3.30	\$7,590.00		
16	REMOVE EXISTING BUILDING #2, COMPLETE	1.00	1.00	LS	\$4,900.00	\$4,900.00		
17	REMOVE PORTION OF EXISTING BUILDING #3, COMPLETE	1.00	1.00	LS	\$17,900.00	\$17,900.00		
18	REMOVE EXISTING BUILDING #4, COMPLETE	1.00	-	LS	\$12,400.00	\$0.00		
19	REMOVE EXISTING BUILDING #5, COMPLETE	1.00	1.00	LS	\$11,000.00	\$11,000.00		
20	REMOVE EXISTING BUILDING #6, COMPLETE	1.00	-	LS	\$4,000.00	\$0.00		
21	REMOVE EXISTING WOODEN CROSS-TIE RETAINING WALL	1.00	1.00	LS	\$5,600.00	\$5,600.00		
22	REMOVE EXISTING JUNCTION BOX OR DROP INLET	2.00	2.00	EA	\$1,400.00	\$2,800.00		
23	REMOVE EXISTING 18-INCH CONCRETE PIPE	3.00	6.00	EA	\$400.00	\$2,400.00		
24	REMOVE EXISTING 36-INCH CONCRETE PIPE	60.00	60.00	LF	\$30.00	\$1,800.00		
25	REMOVE EXISTING 4-INCH PVC FORCE MAIN	1,020.00	1,152.00	LF	\$30.00	\$34,560.00		
26	REMOVE EXISTING 12-INCH PVC FORCE MAIN	650.00	650.00	LF	\$10.00	\$6,500.00		
27	REMOVE EXISTING 16-INCH PVC FORCE MAIN	2,050.00	2,050.00	EA	\$15.00	\$30,750.00		
28	REMOVE EXISTING SANITARY SEWER RELIEF VALVE VAULT	1,750.00	1,750.00	LF	\$17.00	\$29,750.00		
29	UNCLASSIFIED EXCAVATION	1.00	1.00	EA	\$800.00	\$800.00		
30	UNCLASSIFIED EXCAVATION	40,000.00	41,031.11	CY	\$9.00	\$369,279.99		
31	UNCLASSIFIED EXCAVATION	4,000.00	-	CY	\$3.00	\$0.00		
32	CRUSHED AGGREGATE BASE COURSE (AIRFIELD)	5,020.00	2,250.00	CY	\$115.00	\$258,750.00		
33	CRUSHED AGGREGATE BASE COURSE (NON-AIRFIELD)	770.00	832.00	CY	\$115.00	\$95,680.00		
34	BITUMINOUS CONCRETE SURFACE COURSE	6,825.00	11,929.39	TON	\$168.00	\$2,004,137.52		
35	BITUMINOUS PRIME COAT	8,030.00	2,431.00	GAL	\$7.00	\$17,017.00		
36	BITUMINOUS TACK COAT	2,760.00	4,730.00	GAL	\$3.50	\$16,555.00		
37	NON-AIRFIELD HOT MIX ASPHALT SURFACE COURSE TYPE C	135.00	-	TN	\$168.00	\$0.00		
38	REMOVE EXISTING PAVEMENT MARKING AIRFIELD PAVEMENT MARKING (REFLECTORIZED AVIATION WHITE)	37,000.00	37,000.00	SF	\$1.30	\$48,100.00		
39	AIRFIELD PAVEMENT MARKING (REFLECTORIZED AVIATION YELLOW)	17,850.00	17,850.50	SF	\$1.20	\$21,420.60		
40	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED BLACK)	2,800.00	4,666.50	SF	\$1.35	\$6,299.78		
41	AIRFIELD PAVEMENT MARKING (REFLECTORIZED RED)	15,250.00	15,250.00	SF	\$1.00	\$15,250.00		
42	AIRFIELD PAVEMENT MARKING (NON-REFLECTORIZED AVIATION YELLOW APPLIED AT HALF RATE)	1,140.00	1,450.00	SF	\$4.00	\$5,800.00		
43	APPLIED AT HALF RATE)	2,895.00	1,373.10	SF	\$1.00	\$1,373.10		
44	SAW-CUT GROOVING	18,745.00	18,745.00	SY	\$3.30	\$61,858.50		
45	3" HDPE PIPE	25.00	-	LF	\$22.00	\$0.00		
46	15" REINFORCED CONCRETE PIPE, CLASS III	75.00	75.00	LF	\$100.00	\$7,500.00		
47	18" REINFORCED CONCRETE PIPE, CLASS III	128.00	128.00	LF	\$105.00	\$13,440.00		
48	24" REINFORCED CONCRETE PIPE, CLASS III	840.00	811.00	LF	\$110.00	\$89,210.00		
49	30" REINFORCED CONCRETE PIPE, CLASS III	50.00	50.00	LF	\$150.00	\$7,500.00		
50	36" REINFORCED CONCRETE PIPE, CLASS III	2,335.00	2,335.00	LF	\$170.00	\$396,950.00		
51	PAVEMENT EDGE STRIP DRAIN 4-INCH PVC STRIP DRAIN COLLECTOR PIPE, SCHEDULE 80	5,100.00	5,135.00	LF	\$8.50	\$43,647.50		
52	4-INCH STRIP DRAIN CLEANOUT	1,650.00	1,665.00	LF	\$25.00	\$41,625.00		
53	4' X 4' STORM DRAIN GRATE INLET	17.00	17.00	EA	\$900.00	\$15,300.00		
54	5' X 5' STORM DRAIN GRATE INLET	4.00	2.00	EA	\$4,100.00	\$8,200.00		
55	5' X 5' STORM DRAIN GRATE INLET	4.00	8.00	EA	\$10,000.00	\$80,000.00		
56	5' X 5' STORM DRAIN JUNCTION BOX	2.00	3.00	EA	\$15,000.00	\$45,000.00		

57	24" FLARED END SECTION	2.00	1.00	EA	\$1,600.00	\$1,600.00	
58	DOUBLE 36" PIPE CONCRETE HEADWALL	1.00	1.00	EA	\$4,300.00	\$4,300.00	
59	CONCRETE PIPE COLLAR	1.00	1.00	EA	\$1,700.00	\$1,700.00	
60	REMOVE EXISTING FENCE	2,750.00	3,968.00	LF	\$5.75	\$22,816.00	\$828.00
61	5-FOOT HIGH CHAIN LINK FENCE WITH 3 STRANDS BARBED WIRE	2,395.00	4,322.00	LF	\$40.00	\$172,880.00	\$15,800.00
62	24-FOOT WIDE MANUAL DOUBLE SWING GATE	2.00	6.00	EA	\$5,800.00	\$34,800.00	\$11,600.00
63	REMOVE EXISTING GUIDANCE SIGN & BASE	1.00	2.00	EA	\$695.00	\$1,390.00	
64	REMOVE EXISTING GUIDANCE SIGN BASE	1.00	1.00	EA	\$580.00	\$580.00	
65	REMOVE EXISTING RUNWAY DISTANCE REMAINING SIGN & BASE	3.00	3.00	EA	\$580.00	\$1,740.00	
66	REMOVE EXISTING TAXIWAY EDGE LIGHT	53.00	68.00	EA	\$145.00	\$9,860.00	
67	REMOVE EXISTING RUNWAY EDGE LIGHT	17.00	17.00	EA	\$175.00	\$2,975.00	
68	REMOVE EXISTING RUNWAY EDGE LIGHT FIXTURE & TRANSFORMER AND INSTALL 3/4-INCH THICK BLANK STEEL COVER	3.00	5.00	EA	\$290.00	\$1,450.00	
69	REMOVE EXISTING RUNWAY THRESHOLD LIGHT	16.00	24.00	EA	\$210.00	\$5,040.00	
70	REMOVE EXISTING RCO INSTALLATION, COMPLETE	1.00	1.00	LS	\$2,900.00	\$2,900.00	
71	REMOVE EXISTING 4-UNIT PAPI, COMPLETE	1.00	1.00	LS	\$3,500.00	\$3,500.00	
72	REMOVE EXISTING RUNWAY 3 REIL BASE	2.00	2.00	EA	\$580.00	\$1,160.00	
73	REMOVE EXISTING RUNWAY 21 REIL BASE	2.00	4.00	EA	\$580.00	\$2,320.00	
74	DEMOLISH EXISTING LOCALIZER, DME ANTENNA AND SHELTER, COMPLETE	1.00	1.00	LS	\$3,500.00	\$3,500.00	
75	CABLE TRENCH	15,990.00	19,386.00	LF	\$1.75	\$33,925.50	
76	L-824 1/C, #8, 5kV, TYPE "C" CABLE 1/C, #6 BARE COPPER COUNTERPOISE, INCLUDING GROUND RODS AND GROUND CONNECTORS	20,130.00	31,341.00	LF	\$1.50	\$47,011.50	
77	2-INCH, SCHEDULE 40 PVC CONDUIT IN GRASSED AREAS	15,990.00	31,275.00	LF	\$1.75	\$54,731.25	
78	2-INCH, SCHEDULE 40 PVC CONDUIT ENCASED IN CONCRETE	15,990.00	18,006.00	LF	\$2.95	\$53,117.70	
79	2-INCH, 4-WAY CONCRETE ENCASED UNDERGROUND DUCT	260.00	260.00	LF	\$29.00	\$7,540.00	
80	4-INCH, 4-WAY CONCRETE ENCASED UNDERGROUND DUCT	190.00	190.00	LF	\$40.00	\$7,600.00	
81	L-861T BASE MOUNTED MEDIUM INTENSITY LED TAXIWAY EDGE LIGHT	1,050.00	1,465.00	LF	\$67.00	\$98,155.00	
82	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - CLEAR/CLEAR LENS	107.00	128.00	EA	\$950.00	\$121,600.00	
83	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - CLEAR/YELLOW LENS	5.00	5.00	EA	\$1,100.00	\$5,500.00	
84	L-861 BASE MOUNTED MEDIUM INTENSITY LED RUNWAY EDGE LIGHT - RED/YELLOW LENS	16.00	16.00	EA	\$925.00	\$14,800.00	
85	L-861E BASE MOUNTED MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - RED/RED LENS	2.00	2.00	EA	\$1,160.00	\$2,320.00	
86	FED IN-PAVEMENT MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - GREEN/OBSCURED LENS, STYLE 3, LOW PROFILE	8.00	8.00	EA	\$1,050.00	\$8,400.00	
87	FED IN-PAVEMENT MEDIUM INTENSITY LED RUNWAY THRESHOLD LIGHT - GREEN/YELLOW LENS, STYLE 3, LOW PROFILE	6.00	6.00	EA	\$2,000.00	\$12,000.00	
88	ELECTRICAL MANHOLE	2.00	2.00	EA	\$2,900.00	\$5,800.00	
89	SPLICE CAN	21.00	22.00	EA	\$8,000.00	\$176,000.00	
90	RELOCATE EXISTING AIRFIELD GUIDANCE SIGN WITH NEW CONCRETE PAD	1.00	15.00	EA	\$925.00	\$13,875.00	
91	REPLACE EXISTING AIRFIELD GUIDANCE SIGN PANEL WITH NEW PANEL	1.00	1.00	EA	\$3,700.00	\$3,700.00	
92	L-858, SIZE 1, STYLE 2, CLASS 2, AIRFIELD GUIDANCE SIGN (3 - 4 CHARACTERS)	13.00	16.00	EA	\$1,275.00	\$20,400.00	
93	L-858, SIZE 1, STYLE 2, CLASS 2, AIRFIELD GUIDANCE SIGN (5 - 6 CHARACTERS)	4.00	4.00	EA	\$5,200.00	\$20,800.00	
94	L-858, SIZE 1, STYLE 3, CLASS 2, AIRFIELD GUIDANCE SIGN (3 - 4 CHARACTERS)	6.00	8.00	EA	\$5,900.00	\$47,200.00	
95	L-858, SIZE 1, STYLE 3, CLASS 2, AIRFIELD GUIDANCE SIGN (5 - 6 CHARACTERS)	1.00	1.00	EA	\$4,500.00	\$4,500.00	
96	L-858, SIZE 4, STYLE 3, CLASS 2, RUNWAY DISTANCE REMAINING SIGN	4.00	4.00	EA	\$5,900.00	\$23,600.00	
97	L-880 4-UNIT PAPI INSTALLATION, COMPLETE	4.00	4.00	EA	\$6,250.00	\$25,000.00	
98	NEW CAT I LOCALIZER, DME ANTENNA AND SHELTER, COMPLETE	1.00	-	LS	\$41,000.00	\$0.00	
99	RELOCATE EXISTING RUNWAY END IDENTIFIER LIGHTS (REIL) - RUNWAY 3, COMPLETE	1.00	1.00	LS	\$862,000.00	\$862,000.00	
100	RELOCATE EXISTING RUNWAY END IDENTIFIER LIGHTS (REIL) - RUNWAY 21, COMPLETE	1.00	1.00	LS	\$6,700.00	\$6,700.00	
101	RUNWAY 3 REILS DISCONNECT RACK AND ELECTRICAL SERVICE, COMPLETE	1.00	1.00	LS	\$6,700.00	\$6,700.00	
102		1.00	1.00	LS	\$9,500.00	\$9,500.00	

	RUNWAY 3 REILS ICC/JUNCTION BOXES, COMPLETE					
103		1.00	1.00	LS	\$4,850.00	\$4,850.00
104		17.00	21.50	AC	\$1,160.00	\$24,940.00
105		17.00	26.00	AC	\$2,200.00	\$57,200.00
106		2.00	2.00	EA	\$10,900.00	\$21,800.00
107		5.00	12.00	EA	\$300.00	\$3,600.00
						\$2,100.00
108	4" PVC SANITARY SEWER FORCE MAIN, INCLUDING FITTINGS & BENDS					
		700.00	100.00	LF	\$20.00	\$2,000.00
109		2,150.00	1,590.00	LF	\$55.00	\$87,450.00
110		2.00	2.00	EA	\$2,500.00	\$5,000.00
111		2.00	2.00	EA	\$2,300.00	\$4,600.00
112		6.00	6.00	EA	\$2,200.00	\$13,200.00
113		2.00	2.00	EA	\$2,150.00	\$4,300.00
114	16" PVC SANITARY SEWER FORCE MAIN					
		1,775.00	1,240.00	LF	\$76.00	\$94,240.00
115		2.00	2.00	EA	\$5,100.00	\$10,200.00
116		2.00	2.00	EA	\$4,600.00	\$9,200.00
117		8.00	8.00	EA	\$4,550.00	\$36,400.00
118		2.00	2.00	EA	\$4,500.00	\$9,000.00
119	CONCRETE THRUST BLOCKING, ANY SIZE					
		24.00	24.00	EA	\$360.00	\$8,640.00
120	12" FORCE MAIN AIR RELEASE VALVE AND VAULT, COMPLETE					
		1.00	1.00	LS	\$20,000.00	\$20,000.00
121	16" FORCE MAIN AIR RELEASE VALVE AND VAULT, COMPLETE					
		1.00	1.00	EA	\$22,300.00	\$22,300.00
122	SANITARY SEWER FORCE MAIN IN-LINE CONNECTION					
		1.00	1.00	EA	\$15,000.00	\$15,000.00
123	INSTALLATION OF RUNWAY 3 END EMAS, COMPLETE					
		1.00	1.00	LS	\$389,216.60	\$389,216.60
124	4" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE					
		604.00	604.00	LF	\$52.33	\$31,607.32
125	12" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE					
		600.00	600.00	LF	\$162.79	\$97,674.00
126	16" SANITARY SEWER FORCE MAIN USING DIRECTIONAL BORING, COMPLETE					
		560.00	560.00	LF	\$233.62	\$130,827.20
127	CHANGE REILS ELECTRICAL WIRE FROM 600V TO 3000V RATING PRIOR TO INSTALLATION					
		1.00	1.00	LS	\$10,709.95	\$10,709.95
128	PROVIDE AND INSTALL L-880 4-UNIT LED PAPI					
		1.00	1.00	LS	\$67,135.40	\$67,135.40
129	PROVIDE 600' OF 6" TEMPORARY FENCE FOR 6 MONTHS TO MAINTAIN SECURITY AT PROPERTY LINE WITH PUBLIC STORAGE					
		1.00	1.33	LS	\$15,318.00	\$20,424.00
130	PROVIDE DIRECTIONAL BORE UNDER RUNWAY FOR NEW PAPI CONDUIT					
		130.00	130.00	LF	\$67.85	\$8,820.50
131	REMOVE SEPTIC TANKS					
		2.00	2.00	EA	\$2,100.00	\$4,200.00
132	REPLACE INSTALLED UNLIGHTED SIGN POSTS WITH FRANGIBLE SIGN POSTS PER PART 139 INSPECTOR					
		7.00	7.00	EA	\$439.30	\$3,075.10
133	INSTALL BAHIA SOD IN CRITICAL AREAS					
		234,000.00	239,217.39	SF	\$0.66	\$158,182.50
134	INCREASE SHELTER ELECTRICAL WIRE FROM #2 TO 1/0 FOR ACTUAL LOADS					
		1.00	1.00	LS	\$18,377.00	\$18,377.00
135	EXPAND REAR PARKING LOT OF 18 HUNTER ROAD IN ACCORDANCE WITH EASEMENT AGREEMENT WITH PROPERTY OWNER					
		1.00	1.00	LS	\$7,965.00	\$7,965.00
136	DEMOLITION OF CONCRETE PADS AND CONCRETE PAVEMENT AT 16 HUNTER ROAD AND PUBLIC STORAGE AT NEW END OF TW F					
		1.00	1.00	LS	\$104,200.00	\$104,200.00
137	EARTHWORK FOR ADDITIONAL GSE PARKING AT COMMERCIAL TERMINAL APRON					
		1.00	1.00	LS	\$7,190.00	\$7,190.00
138	OBTAIN AIRPORT BADGES					
		1.00	1.00	LS	\$460.00	\$460.00
139	RELOCATE FENCE GATE TO ACCOMMODATE CONSTRUCTION					
		1.00	1.00	LS	\$2,875.00	\$2,875.00
140	REVISE FINISHED GRADE GPS MODEL FOR GRADING REVISIONS					
		1.00	1.00	LS	\$1,437.50	\$1,437.50
141	DISPOSAL OF DEBRIS LEFT BEHIND BY FORMER LANDSCAPE CONTRACTOR TENANT AT 14 HUNTER ROAD					
		1.00	1.00	LS	\$27,105.00	\$27,105.00
142	HAUL AND SPREAD MULCH TO END OF SUMMIT DRIVE NORTH OF EXEC AIR FOR EROSION CONTROL					
		1.00	1.00	LS	\$7,220.00	\$7,220.00
143	RAISE LOCALIZER ANTENNA PAD TO ACCOMMODATE NEW STORM DRAINAGE TO REPLACE BUBBLER DRAINAGE SYSTEM UNDER PROPOSED LOCALIZER ANTENNA					
		1.00	1.00	LS	\$4,090.00	\$4,090.00
144	PROVIDE AND INSTALL 36" FES AT END OF NEW BUBBLER REPLACEMENT DRAINAGE SYSTEM					
		1.00	1.00	LS	\$3,200.00	\$3,200.00
145	EXCAVATE EXISTING BUBBLER SYSTEM AND PROVIDE TEMPORARY DRAINAGE- EXISTING BUBBLER SYSTEM NOT VISIBLE DURING ORIGINAL TOPOGRAPHIC					
		1.00	1.00	LS	\$3,540.00	\$3,540.00
146	REMOVE EXISTING ABANDONED VALVE BOX, FITTINGS, AND PIPE CONNECTED TO EXISTING 4" DIAMETER FORCE MAIN					
		1.00	1.00	LS	\$870.00	\$870.00
147	RELOCATE 150 LF OF EXISTING FENCE ALONG PUBLIC STORAGE PROPERTY LINE ON TW A SIDE					
		1.00	1.00	LS	\$1,995.00	\$1,995.00
148	PUMP OUT SEDIMENT/RETENTION BASIN DURING SUSTAINED PERIOD OF HEAVY RAINFALL					
		1.00	1.00	LS	\$2,000.00	\$2,000.00

149	ADDITIONAL SURVEY WORK ALONG PUBLIC STORAGE PROPERTY LINE ON TW A SIDE TO VERIFY PROPERTY LINE AND ADDITIONAL FENCE RELOCATION	1.00	1.00	LS	\$5,389.19	\$5,389.19			
150	RESET MANHOLE COVERS DAMAGED BY MOWING OPERATIONS	1.00	1.50	LS	\$2,800.00	\$4,200.00	\$1,400.00		
151	ADDITIONAL PAVEMENT MARKINGS ON COMMERCIAL TERMINAL RAMP FOR NEW AIRLINE PARKING POSITIONS (3)	1.00	1.00	LS	\$5,750.00	\$5,750.00			
152	CREDIT FOR NOT SUPPLYING JOBSITE TRAILER	12.00	12.00	EA	-\$650.00	(\$7,800.00)			
SUBTOTAL BASE BID - RUNWAY 3 EXTENSION ITEMS							\$40,284.00	\$0.00	

CHANGES ORDERED: RECONCILE THE FOLLOWING QUANTITIES OF THE ORIGINAL CONTRACT ITEMS TO REFLECT THE QUANTITIES INSTALLED

**ADDITIVE BID - RUNWAY 3 EXTENSION**

ITEM	DESCRIPTION	ORIGINAL QTY.	COMPLETED QTY.	UNIT	UNIT PRICE	TOTAL PRICE	INCREASED AMOUNT	DECREASED AMOUNT
1	INSTALLATION OF OWNER-SUPPLIED L-880 4-UNIT LED PAPI EQUIPMENT,	1.00	-	LS	\$32,500.00	\$0.00		
SUBTOTAL ADDITIVE BID - RUNWAY 3 EXTENSION ITEMS							\$0.00	\$0.00

CHANGES ORDERED: ADD THE FOLLOWING NEW CONTRACT ITEMS OF WORK TO BASE BID - RUNWAY 3 EXTENSION

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED TOTAL	INCREASED AMOUNT	DECREASED AMOUNT	
153	RUBBER AIRFIELD MAT AROUND ELEVATED EDGE LIGHTS	420.00	EA	\$517.50	\$217,350.00	\$217,350.00		
154	ADDITIONAL PAVEMENT MARKINGS ON COMMERCIAL TERMINAL RAMP FOR NEW AIRLINE PARKING POSITIONS (3) REQUIRED BY CERTIFICATION INSPECTOR	1.00	LS	\$3,162.50	\$3,162.50	\$3,162.50		
155	ADDITIONAL FENCING MOBILIZATION, SURVEYING, TREE REMOVAL ALONG PUBLIC STORAGE PROPERTY LINE AT PUBLIC STORAGE WALL	1.00	LS	\$3,544.88	\$3,544.88	\$3,544.88		
SUBTOTAL NEW CONTRACT ITEMS						\$224,057.38	\$224,057.38	\$0.00



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Hilton Head Island Airport (HXD) – Contract Change Order No. Four – Quality Enterprises USA, Inc. – Runway 3 Extension <i>(Fiscal impact:) Increase contract amount by \$264,341,38 (95% is grant-reimbursable)</i> 5402-0011-54400 FAA HXD AIP 40 EMAS – RWY3 EXT
<b>MEETING NAME AND DATE:</b>
County Council – June 28, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E. ACA – Engineering Jon Rembold, C.M. Airports Director (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
Grant #: AIP Grant 3-45-0030-40-2017      Contractor: Quality Enterprises USA, Inc. Scope of work: Runway 3 Extension Original Contract price: <b>\$6,480,111.50</b> Current Contract price <b>\$8,491,255.58</b> Three previous “add” change orders total \$1,746,802.70
<b>PROJECT / ITEM NARRATIVE:</b>
Change order is primarily related to installation of heavy-duty rubber mats at 420 airfield lights. Mats reduce vegetative growth at light, increasing effectiveness of the ground-mounted lights ( <b>safety</b> ), <i>reduces maintenance costs</i> and improves airport’s ability to meet stringent FAA Part 139 criteria.
<b>FISCAL IMPACT:</b>
<i>Contract increase of \$264,341.38</i> <i>The funding of the contract will come from account # 5402-0011-54400 (FAA HXD AIP 40 EMAS-RWY3 EXT) with a balance of \$39,231.30. 95% of cost is covered by FAA and SCAC grants.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Approve Contract Change Order No. Four</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Motion to approve /deny Contract Change Order No. Four</i>

**Beaufort County Stormwater Utility  
Proposed Budget for FY2022**

Item 8.

**Unaudited Projected Revenue**

	FY2021 Budget	FY2022 Proposed Budget
<b>Revenue</b>		
Admin SWU Fees	903,126	1,443,602
Unincorp/CWI SWU Fees	6,100,193	5,453,632
<b>Total Revenue from SWU Fees</b>	<b>7,003,319</b>	<b>6,897,234</b>
Interest	112,500	101,250
Other	11,175	20,975
<b>Reserve Utilization</b>		
Capital Improvement Fund	2,794,262	3,573,828
<b>Projected Revenue Total</b>	<b>9,921,256</b>	<b>10,593,287</b>

C/S of Management Budget (382,080),  
monitoring (\$170K) & PE/O (\$90K)  
COB - \$38,564  
ToB - \$52,658  
ToHHI - \$141,496  
ToPR - \$24,364  
Unincorp BC \$384,998  
Additional Unincorp BC \$801,522

CWI Fees - \$776,503

Interest on County investments  
allocated to SW

SW Permits & Fines

**Personnel**  
SW Manager; Business Mngr; GIS/MS4 Data Mngr; Admin  
Tech - .5 FTE; Asst SW Mngr - .2 FTE  
\$100K Professional Services for litigation of delinquent SW  
fees (not included in the portion of the admin budget that is  
cost-shared with the municipalities.)

**Efforts (Expenses)**

	FY2021	FY2022
<b>Administration</b>	575,550	482,080
<b>Utility Activities</b>		
UA/Annual Maintenance	4,782,884	4,713,726
UA/Drainage Enhancement	10,000	20,000
UA/Additional Studies	-	20,000
<i>Utility Activities Subtotal</i>	<i>4,792,884</i>	<i>4,753,726</i>
<b>Regulation</b>		
UA/Control Reg	872,789	1,169,937
UA/WQ Monitoring	120,000	170,000
UA/Public Information/Outreach	95,000	90,000
<i>Regulation Subtotal</i>	<i>1,087,789</i>	<i>1,429,937</i>
<b>Capital Improvement Fund</b>		
Brewer Memorial Demo Pond	600,000	13,000
Factory Creek Phase I	327	-
Factory Creek Phase II	20,550	-
Salt Creek South	248,496	1,099,639
Shanklin Road	341,820	1,604,995
Mossy Oaks	205,000	-
Camp St. Mary	342,000	-
Evergreen	840,000	1,650
Graves/Pepper Hall	500,000	750,000
Rock Springs Creek	43,052	-
Lucy Creek (Tuxedo Park)		87,659
<i>Capital Improvement Fund Subtotal</i>	<i>3,141,245</i>	<i>3,556,943</i>
<b>Utility Operating Fund</b>		
Capital Assets	323,788	370,600
<b>Efforts Total</b>	<b>9,921,256</b>	<b>10,593,287</b>

**Personnel**  
Superintendent; Admin Superintendent; (2) Foremen;  
(39) crew & support; Asst SW Mngr - .4 FTE  
**Professional Services**  
\$227K - Huspah Creek  
\$15K - Survey  
\$15K - Engineering Services  
\$5K - Wetland delineation  
**Non-Professional Services**  
\$350K - Tree Removal (Lake Linden, Royal Pines, &  
Palmetto Ridge), Bluffton Flyover construction, and  
contingency  
**Other**  
\$188K - Interest on bond  
\$50K - Legal services for easements & land  
acquisition

Contingency

Contingency

**Personnel**  
(4) Inspectors (SW Plan Reviewer/Inspector- not  
funded in FY22); (2) Infrastruc Inspec Tech; Admin  
Tech- .5 FTE; Asst SW Mngr - .4 FTE  
**Professional Services**  
\$500K - MS4 Consultant

\$170K - USCB Lab

\$90K - Carolina Clear

Closeout process

ROW acquisition and construction

ROW acquisition and construction

Removed from CIP list

Finalize grant requirements

County share for design & construction per the JDA

Removed from CIP list

Bathymetry & Permitting

**Regulatory**  
\$33.6K - SUV for Asst SW Mngr  
\$100K - WQ Monitoring (Insitu) Equip  
**Infrastructure**  
\$121K - Lowboy Tractor  
\$88K - Lowboy Trailer  
\$28K - Flatbed Trailer



- d. USCB shall receive and analyze the County's regularly scheduled samples, as well as special wet weather event project samples, as agreed upon between the parties.
- e. For the purposes of sample delivery and analysis, USCB shall provide 24-hour access to the Laboratory to authorized personnel, including designated County staff, provide such personnel are accompanied by a USCB employee.
- e. USCB will give the County 60 days notification of the expected date of achieving capacity to supply full monitoring services so that the County can transfer services to USCB.
- f. USCB will track monitoring services separately for North (County has additional partners) and South of the Broad River.

### 3. The County

- a. The County shall, after notification of analytical equipment acquisition by USCB, issue an annual purchase order for \$90,000 to USCB for the Monitoring services outlined in Attachment 1. Payments will be made bi-annually in the amount of \$45,000, beginning immediately after analytical equipment acquisition but no more than two months before transfer of monitoring services.  
In the event the amount from the previous year's has not been fully expended by USCB, the subsequent year's disbursement by the County shall be credited that amount. Under no circumstances shall the total fiscal year disbursement exceed \$100,000 unless the Agreement is modified per Paragraph 4.b below.
- b. ~~The County shall also commit to a \$15,000 annual purchase order to assist with ongoing sample collection and processing of scheduled bacterial monitoring.~~
- c. The County shall provide staff to assist with sample collection and processing of the scheduled bacterial monitoring but not for wet event monitoring.



### 4. General Requirements of the Agreement

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and

employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.

- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.
- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

**5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

**6. Term**

The term of this Memorandum of Understanding shall be from the date of execution for three (3) years. The Memorandum will be reviewed by the County and USCB annually.

**7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Memorandum, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3 above.
- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services ~~received.~~ performed.



IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

COUNTY OF BEAUFORT

UNIVERSITY OF SOUTH CAROLINA

By   
Gary Kubic  
County Administrator

By   
Thomas A. Coggins  
Director  
Sponsored Awards Management

Date 7/24/2013

Date 2/18/13

Address:  
Beaufort County  
PO Drawer 1228  
Beaufort, SC 29901

Address:  
Sponsored Awards Management  
901 Sumter Street, 5<sup>th</sup> Floor  
Columbia, SC 29208

**Attachment 1: Scope of Services**

## SCOPE OF SERVICES

## ATTACHMENT 1

The Scope of Services included in the MOU between the Beaufort County and USCB are as follows:

**A. Weekly Bacterial Monitoring**

- a. Up to 550 samples at current price of \$30 per sample
- b. Water Quality Analyst's salary costs for sample collection assistance

**B. Costs associated with Other Monitoring Services, when Transferred**

- a. Up to 12 wet weather sampling events a year
- b. Up to 13 stations sampled
- c. Samples collected would be analyzed for 25 parameters listed below:
  - i. Ammonia-nitrogen (NH<sub>3</sub>)
  - ii. Biochemical Oxygen Demand (BOD<sub>5</sub>)
  - iii. Cadmium (total)
  - iv. Chlorophyll-a
  - v. Chromium (total)
  - vi. Conductivity
  - vii. Copper (total)
  - viii. Dissolved Oxygen (DO)
  - ix. Fecal Coliform
  - x. Iron (total)
  - xi. Lead (total)
  - xii. Manganese (total)
  - xiii. Mercury (total)
  - xiv. Nickel (total)
  - xv. Nitrate
  - xvi. Nitrite
  - xvii. pH
  - xviii. Phosphorus (total)
  - xix. Salinity
  - xx. Temperature
  - xxi. Total Kheldahl Nitrogen (TKN)
  - xxii. Total Organic Carbon (TOC)

- xxiii. Total Suspended Solids (TSS)
  - xxiv. Turbidity
  - xxv. Zinc (total)
  - d. USCB staff would attend monitoring coordination meetings, and Stormwater Utility meetings as appropriate.
  - e. USCB staff would be engaged in data reduction, data interpretation, and data reporting. Annual reports will be prepared
- C. USCB staff would provide input into County's future water quality monitoring strategy and be responsive to unforeseen water quality needs that may occur.



Item 8.

Sponsored Awards Management

April 27, 2016

Gary Kubic  
County Administrator  
Beaufort County  
P.O. Drawer 1228  
Beaufort, SC 29901

Dear Mr. Kubic:

Enclosed are two copies of the partially-executed Memorandum of Understanding between the University of South Carolina Beaufort and Beaufort County for Water Quality Monitoring Services. After signature, please mail one copy to our address: Sponsored Awards Management, Attn: Rebecca Wessinger, 1600 Hampton Street, Columbia, SC 29208 (you may also email a copy if you prefer to my email below).

Please feel free to contact me at (803) 576-5554 or via e-mail at [Rineharr@mailbox.sc.edu](mailto:Rineharr@mailbox.sc.edu) for additional information.

Sincerely,

Rebecca Wessinger  
Sponsored Program Administrator  
University of South Carolina

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )

**MEMORANDUM OF UNDERSTANDING**

Final, March 18, 2016

This Memorandum of Understanding (the "Memorandum") is entered into by and between Beaufort County (hereinafter referred to as the "County") and the University of South Carolina Beaufort (hereinafter referred to as "USCB") regarding Water Quality Monitoring Services (hereinafter referred to as "monitoring services.")

**WHEREAS**, USCB operates and manages a laboratory dedicated to assessing the water quality of the Lowcountry; and

**WHEREAS**, the County, in pursuit of its mission to protect our water resources and implement monitoring recommended by the Stormwater Management Plan and restoration initiatives, recognized the inherent value in USCB's offer to partner with the County and provide monitoring services; and

**WHEREAS**, the County may enter into additional Memoranda of Understanding with other government bodies and that services provided by USCB may be to the benefit of those other government bodies and funded by the County via this MOU, and

**WHEREAS**, the original agreement entered into July 23, 2013 requires updating to properly reflect changing monitoring needs by the County and changing water quality monitoring capabilities by USCB; and

**WHEREAS**, the County and USCB, in order to efficiently analyze and monitor the water quality of the Lowcountry, hereby agree to the following terms and conditions;

**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 County and USCB, the parties hereto agree as follows:

**1. Governing Document**

It is the intent of the parties that this Memorandum shall supersede any other agreements entered between the County and USCB regarding monitoring services.

**2. USCB**

- a. USCB shall continue to work to attain SC DHEC certification for all certifiable analyses reflected in the assay list herein (see Attachment 1, page 7). In the event SC DHEC certification for a water quality parameter(s) is not obtained by the time the County is required to be MS4 compliant, USCB shall be responsible to utilize a SC certified laboratory to conduct the analysis.
- b. USCB shall continue to operate and manage a laboratory able to receive and analyze the County's samples during normal hours of operation of 8:00 AM to 4:00 PM, Monday

through Friday. If extenuating circumstances occur that require certain services, such as sample receipt, outside of normal operating hours, the County should inform Laboratory personnel in advance so that accommodations can be made. Samples requiring analysis for BOD5, Chlorophyll-a and/or microbiology, must be received by the Laboratory no later than noon on Thursday.

- c. All analytical results will be reported within 30 days of sample receipt. A preliminary report of completed results prior to 30 days can be issued to the County in the event of illicit discharge tracking, time sensitive projects, or when requested by the County and agreed upon by both parties. Analytical results for microbiological parameters are typically available 48 hours after sample receipt and can be conveyed to the County thereafter. Analytical results will be conveyed to the County via email, unless otherwise requested. Additional costs may be incurred for customized reporting and/or data interpretation.
- d. USCB laboratory staff will make a good faith effort to be responsive to unforeseen water quality needs as they arise.
- e. USCB will separately track monitoring services provided North and South of the Broad River and provide the County's accounting office with summary reports separating such services accordingly.
- f. USCB will submit to the County a summary of all monitoring activity conducted on its behalf, as well as related expenses, on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- g. USCB may provide laboratory services to entities other than the County, with just compensation for said services, provided doing so does not interfere with its monitoring responsibilities to the County.

### **3. The County**

- a. The County shall issue an annual purchase order for \$120,000 to USCB for sampling and analytical services and other tasks as described in Attachment 1. Payments of \$60,000 will be made bi-annually by the County on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- b. Any funds in excess of those required for the County's services will be spent at the discretion of USCB laboratory staff on local water quality projects, laboratory operations including obtaining and maintaining State certifications, and equipment upgrades, replacements, and service contracts.
- c. Prior to any sampling and analysis by USCB, an "Analytical Water Quality Service Request" form (see Attachment 2) must be completed to ensure a mutual understanding of

requested services. Any modification to the requested services will require the completion of a new "Analytical Water Quality Service Request" form.

#### **4. General Requirements of the Agreement**

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.
- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.
- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

#### **5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

#### **6. Term**

The term of this Memorandum of Understanding shall be from the date of execution for five (5) years. The Memorandum will be reviewed by the County and USCB annually to determine funding availability for the upcoming year, as well as changes to the "Scope of Services" (see Attachment 1).

#### **7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Memorandum, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3a above.

- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services performed.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the date first written hereinabove.

**COUNTY OF BEAUFORT**

By  \_\_\_\_\_  
 Gary Kubic  
 County Administrator

Date 05-04-2016

Address:  
 Beaufort County  
 PO Drawer 1228  
 Beaufort, SC 29901

**UNIVERSITY OF SOUTH CAROLINA  
 BEAUFORT**

By  \_\_\_\_\_  
 Thomas A. Coggins  
 Director, Sponsored Awards Management

Date 4/27/16

Address:  
 Sponsored Awards Management  
 901 Sumter Street, 5<sup>th</sup> Floor  
 Columbia, SC 29208

**Attachment 1****SCOPE OF SERVICES**

The Scope of Services in the MOU between Beaufort County and USCB includes those activities specified in sections A and B below.

**A. Sampling and Analysis Services**

1. Field collection, *in situ* analysis, and laboratory-based analysis of water samples at locations and frequencies agreed upon by both parties and as reflected in the “Analytical Water Quality Service Request” form.
2. USCB shall be responsible for maintenance and repair of analytical equipment, purchasing laboratory supplies, and supplying qualified personnel to provide sampling and analytical services.

**B. Stormwater Meeting Attendance, Input Into Monitoring Plan, and Annual Report Generation**

1. USCB Laboratory staff shall attend monthly stormwater coordination meetings in person or via conference call, as workload allows.
2. USCB Laboratory staff shall participate in the development and routine update of the County’s water quality monitoring plan.
3. USCB Laboratory staff shall provide an annual report comprised of cumulative analytical water quality data spanning a 12-month period. The report will provide analytical review and conclusions on the effectiveness of the County’s monitoring program, as well as offer advice on modifications to the plan. The report is to be presented to the County within 60 days following the end of each 12-month monitoring period.

**C. List of USCB Water Quality Laboratory Assays**

1. A comprehensive list of assays currently conducted by the USCB laboratory is shown below. Should the County request an assay not among those in USCB’s list of assays, USCB will attempt to find a laboratory capable of such analysis or at its discretion, develop the capability to perform the assay through the purchase of additional equipment and supplies and receipt of additional training, as needed. Both parties will evaluate each request beyond current laboratory capability and together, determine which party will be responsible for funding. The funding mechanism will be mutually

agreed upon and may come from the original funding supplied by the County (see paragraph 3a of the Agreement), additional County funds, or a combination of the two.

**D. Laboratory Contacts:**

<u>Title</u>	<u>Name</u>	<u>Contact</u>
Laboratory Director:	Dr. Alan Warren	Office: 843-208-8338 Mobile: 843-812-3887
Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Michael Monday	Office: 843-208-8193 (WQL) Mobile: 843-263-7952

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
<b>IN-SITU PARAMETERS</b>
Ambient Air and Water Temperature, Turbidity, pH, Dissolved Oxygen, Salinity, Conductivity, Depth
<b>INORGANIC-NUTRIENTS</b>
Ammonia Nitrogen (NH <sub>3</sub> )
Total Kjeldahl Nitrogen (TKN)
Nitrate plus Nitrite Nitrogen (NO <sub>x</sub> )
Total Nitrogen (TN)
Total Phosphorus (TP)
<b>METALS</b>
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
<b>INORGANIC-DEMAND</b>
Total Organic Carbon (TOC)
Biochemical Oxygen Demand (BOD <sub>5</sub> )
<b>INORGANIC-RESIDUE</b>
Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus



**Service Agreement between Beaufort County South Carolina and University of South Carolina – Beaufort for Water Quality Monitoring Services**

**1. Governing Document**

It is the intent of the parties that this contract shall supersede any other agreements entered between the County and USCB regarding monitoring services.

**2. USCB**

- a. USCB shall be responsible to utilize a SC certified laboratory to conduct the required analyzes if the USCB Water Quality Laboratory does not currently hold SC DHEC certification for that parameter (s).
- b. USCB shall continue to operate and manage a laboratory able to receive and analyze the County's samples during normal hours of operation of 8:00 AM to 4:00 PM, Monday through Friday. If extenuating circumstances occur that require certain services, such as sample receipt, outside of normal operating hours, the County should inform Laboratory personnel in advance so that accommodations can be made. Samples requiring analysis for BOD5, Chlorophyll-a and/or microbiology, must be received by the Laboratory no later than noon on Thursday.
- c. All analytical results will be reported within 30 days of sample receipt. A preliminary report of completed results prior to 30 days can be issued to the County in the event of illicit discharge tracking, time sensitive projects, or when requested by the County and agreed upon by both parties. Analytical results for microbiological parameters are typically available 48 hours after sample receipt and can be conveyed to the County thereafter. Analytical results will be conveyed to the County via email, unless otherwise requested. Additional costs may be incurred for customized reporting and/or data interpretation.
- d. USCB laboratory staff will make a good faith effort to be responsive to unforeseen water quality needs as they arise.
- e. USCB will separately track monitoring services provided North of the Broad River to the City of Beaufort and the Town of Port Royal and provide the County's accounting office with summary reports separating such services accordingly.
- f. USCB will submit to the County a summary of all monitoring activity conducted on its behalf, as well as related expenses, on January 1<sup>st</sup> and July 1<sup>st</sup> each year.

- g. USCB may provide laboratory services to entities other than the County, with just compensation for said services, provided doing so does not interfere with its monitoring responsibilities to the County.

### **3. The County**

- a. The County shall issue an annual purchase order for \$170,000 to USCB for sampling and analytical services and other tasks as described in Attachment 1. Payments of \$85,000 will be made bi-annually by the County on January 1<sup>st</sup> and July 1<sup>st</sup> each year.
- b. Any funds in excess of those required for the County's services will be spent at the discretion of USCB laboratory staff on local water quality projects, laboratory operations including obtaining and maintaining State certifications, and equipment upgrades, replacements, and service contracts.
- c. Prior to any sampling and analysis by USCB, an "Analytical Water Quality Service Request" form (see attachment 2) must be completed to ensure a mutual understanding of requested services. Any modification to the requested services will require the completion of a new "Analytical Water Quality Service Request" form.

### **4. General Requirements of the Agreement**

- a. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the County and USCB other than that which is expressly stated herein. The County is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of USCB and the methods utilized by USCB in fulfilling its obligations hereunder shall lie solely and exclusively with USCB, and its agents and employees shall not be considered agents or employees of the County for any purpose. No person employed by USCB shall have any benefits, status, or right of employment with the County.
- b. This Agreement shall not be modified unless such modification is made by mutual consent of both parties at any time in writing and signed by both the County and USCB.

- c. USCB may not assign this Agreement to another organization without the prior written approval of the County.

**5. Default Remedies**

In the event USCB does not remedy such conditions that have been found in violation of this Agreement with 30 days after written notice to do so is given by the County, or if insufficient progress is being made toward the remedy within those 30 days, the County may use a portion, or all, of the allocated funds to remedy the conditions.

**6. Term**

The term of this contract shall be from the date of execution for one (1) years. The Contract will be reviewed by the County and USCB annually to determine funding availability for the upcoming year, as well as changes to the “Scope of Services” (see attachment 1).

**7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Contract, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3a above.
- b. The County shall have the right to terminate this Agreement for convenience upon 60 days written notice to USCB. In the event the County terminates this Agreement for convenience, the County shall pay the Laboratory for services performed.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signature hereto the date first written hereinabove.

**COUNTY OF BEAUFORT**

**UNIVERSITY OF SOUTH CAROLINA**

By \_\_\_\_\_

Eric Greenway  
Interim County Administrator  
Management

Date \_\_\_\_\_

Address:  
Beaufort County PO Drawer 1228 Beaufort, SC 29901

Nida Reid-  
By **Williamson,**  Digitally signed by Nida Reid-Williamson,  
Date: 2021.05.28 11:31:44 -04'00'

Nida Reid Williamson  
Associate Director, Sponsored Awards

Date 5/28/21

Address:

University of South Carolina  
Sponsored Awards Management  
1600 Hampton Street, Suite 414  
Columbia, SC 29208

## **Attachment 2**

### **SCOPE OF SERVICES**

The Scope of Services in the Contract between Beaufort County and USCB includes those activities specified in sections A and B below.

#### **A. Sampling and Analysis Services**

1. Field collection, *in situ* analysis, and laboratory-based analysis of water samples at locations and frequencies agreed upon by both parties and as reflected in the “Analytical Water Quality Service Request” form.
2. USCB shall be responsible for maintenance and repair of analytical equipment, purchasing laboratory supplies, and supplying qualified personnel to provide sampling and analytical services.

#### **B. Stormwater Meeting Attendance, Input Into Monitoring Plan, and Annual Report Generation**

1. USCB Laboratory staff shall attend monthly stormwater coordination meetings in person or via conference call, as workload allows.
2. USCB Laboratory staff shall participate in the development and routine updates of the County’s water quality monitoring plan.

#### **C. USCB Water Quality Laboratory Assays**

1. A comprehensive list of assays currently conducted by the USCB laboratory is shown below. Should the County request an assay not among those in USCB’s list of assays, USCB will attempt to find a laboratory capable of such analysis or at its discretion, develop the capability to perform the assay

through the purchase of additional equipment and supplies and receipt of additional training, as needed. Both parties will evaluate each request beyond current laboratory capability and together, determine which party will be responsible for funding. The funding mechanism will be mutually agreed upon and may come from the original funding supplied by the County (see paragraph 3a of the Agreement), additional County funds, or a combination of the two.

**2. Laboratory Contacts:**

<u>Title</u>	<u>Name</u>	<u>Contact</u>
Laboratory Director:	Dr. Alan Warren	Office: 843-208-8338 Mobile: 843-812-3887
Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Hamp Simkins	Office: 843-208-8193 (WQL) Mobile: 843-252-1616

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
<b>IN-SITU PARAMETERS</b>
Ambient Air and Water Temperature, Turbidity, pH, Dissolved Oxygen, Salinity, Conductivity, Depth
<b>INORGANIC-NUTRIENTS</b>
Ammonia Nitrogen (NH <sub>3</sub> )
Total Kjeldahl Nitrogen (TKN)
Nitrate plus Nitrite Nitrogen (NO <sub>x</sub> )
Total Nitrogen (TN)
Total Phosphorus (TP)
<b>METALS</b>
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
<b>INORGANIC-DEMAND</b>
Total Organic Carbon (TOC)
Biochemical Oxygen Demand (BOD <sub>5</sub> )
<b>INORGANIC-RESIDUE</b>
Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award– Non-Competitive Contract with University Of South Carolina Beaufort (USCB) Water Quality Lab (\$170,000.00)
<b>MEETING NAME AND DATE:</b>
County Council – June 28 <sup>th</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
June 2013 – County and USCB entered MOU contracting water quality lab services June 2016 – County and USCB renewed MOU April 2021 – All Cost Sharing Municipalities provided Management Budget concurrence letters June 9 <sup>th</sup> , 2021 – Presented at the Stormwater Utility Board Meeting June 21 <sup>st</sup> , 2021 – Approved by Public Facilities Committee Utilizing the local USCB lab allows for the needed time to sample and test within restrictions. While there are other labs located in Savannah and Charleston for testing, those locations add an additional 3+ hours drive time thus allowing a very small window to collect (there are specific hold times on samples to be turned into a qualified lab). Beaufort County Stormwater Department has been contracted with USCB since 2013 and the County has funded all purchases of lab equipment.
<b>PROJECT / ITEM NARRATIVE:</b>
In the County’s mission to protect our water resources, the County has contracted with the University of South Carolina Beaufort (USCB) since 2013. The County would like to continue its water quality efforts with the Water Quality Lab at USCB. The current contract expires at the end of June. This contract also supports work done within the City of Beaufort and the Town of Port Royal limits, which is cost shared through Stormwater Utility Fees. Cost share concurrence letters from both municipalities have been obtained.
<b>FISCAL IMPACT:</b>
USCB requires \$170,000.00 to provide annual services, which includes staff funding, equipment repair and purchase, sample analysis, and other costs associated with running the Water Quality Lab.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the Non-Competitive Contract award to USCB.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of Non-Competitive Contract award to USCB for \$170,000.00 Motion to deny recommendation of Non-Competitive Contract award to USCB for \$170,000.00 <i>(Next Step – Upon approval, send to County Administrator for signature)</i>





# Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase that is not exempt.

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

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

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

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

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

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

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

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

Requesting Department: Stormwater Requested Account Code: 50250013-51160

Department Head Email: nilesh.desai@bcgov.net

Description of Requested Services:

In the County's mission to protect our water resources, the County has contracted with the University of South Carolina Beaufort

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

The yearly lab fee consists of staff funding, lab funding, equipment repair and purchases, as well as all the water quality sam

Cost of Requested Services: \$170,000.00

Requested Vendor Name: University Of South Carolina Beaufort

Requested Vendor Address: 901 Sumter St Columbia SC 29208

Requested Vendor Phone Number: 843-521-4148 Requested Vendor Email Address: dwarren@uscb.edu

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

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

Attachments:

USCB Sole Source Attachements.docx  
21.3 KB

No file attached

No file attached

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

It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.

The procurement is for a used item from the open market. The item may only be considered if, (1) the user agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

Standardization

Warranty

Other, if selected please specify below.

Requesting to continue water quality monitoring efforts with USCB, which is cost shared with the Town of Port ...

An emergency exists that threatens the functioning of County government.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Form Completed By:  kherrera

Date: 5/24/2021

**\*\*\* Department Head Section \*\*\***

Department Head Signature:  nilesh.desai

Date: 6/4/2021

**\*\*\* Purchasing Review Section \*\*\***

Date Received in Purchasing Department: 6/4/2021

Reviewed by Purchasing Department for completeness

Date: 6/4/2021

Reviewed by: dthomas

Verified that this is the only source: Yes  No

Comments:

Purchasing Director Signature: Approve  Disapprove  dthomas 6/4/2021 11:37:32 AM  
Date / Time

Associated Purchase Orders Number: \_\_\_\_\_

Associated Contract Number: \_\_\_\_\_

**\*\*\* Purchasing Completion Section \*\*\***

Process Complete:  victoria.moyer Date: 6/4/2021  
11:39:12 AM

Submitted: 5/24/2021

**Service Agreement between Beaufort County South Carolina and University of South Carolina – Beaufort for Water Quality Monitoring Services**

**1. Governing Document**

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The term of this contract shall be from the date of execution for one (1) years. The Contract will be reviewed by the County and USCB annually to determine funding availability for the upcoming year, as well as changes to the “Scope of Services” (see attachment 1).

**7. Termination for Convenience**

- a. In addition to any other rights to termination set forth in this Contract, in the event both parties mutually agree to terminate this Agreement prior to the expiration of the Term, the County shall be entitled to a pro-rata refund of the money set out in Paragraph 3a above.
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**IN WITNESS WHEREOF**, the parties hereto have affixed their signature hereto the date first written hereinabove.

**COUNTY OF BEAUFORT**

**UNIVERSITY OF SOUTH CAROLINA**

By \_\_\_\_\_

By \_\_\_\_\_

Eric Greenway  
Interim County Administrator

Naida Reid Williamson  
Director, Sponsored Awards Management

Date \_\_\_\_\_

Date \_\_\_\_\_

Address:  
Beaufort County  
PO Drawer 1228  
Beaufort, SC 29901

Address:  
Sponsored Awards Management  
901 Sumter Street, 5<sup>th</sup> Floor  
Columbia, SC 29208

## Attachment 2

### **SCOPE OF SERVICES**

The Scope of Services in the Contract between Beaufort County and USCB includes those activities specified in sections A and B below.

#### **A. Sampling and Analysis Services**

1. Field collection, *in situ* analysis, and laboratory-based analysis of water samples at locations and frequencies agreed upon by both parties and as reflected in the “Analytical Water Quality Service Request” form.
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1. A comprehensive list of assays currently conducted by the USCB laboratory is shown below. Should the County request an assay not among those in USCB’s list of assays, USCB will attempt to find a laboratory capable of such analysis or at its discretion, develop the capability to perform the assay through the purchase of additional equipment and supplies and receipt of additional training, as needed. Both parties will evaluate each request beyond current laboratory capability and together, determine which party will be responsible for funding. The funding mechanism will be mutually agreed upon and may come from the original funding supplied by the County (see paragraph 3a of the Agreement), additional County funds, or a combination of the two.

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Laboratory Manager:	Danielle Mickel	Office: 843-208-8193 ( WQL) Mobile: 843-298-1612
Water Quality Analyst:	Hamp Simkins	Office: 843-208-8193 (WQL) Mobile: 843-252-1616

<b>USCB Water Quality Laboratory Assays (effective February 2016)</b>
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Total Kjeldahl Nitrogen (TKN)
Nitrate plus Nitrite Nitrogen (NO <sub>x</sub> )
Total Nitrogen (TN)
Total Phosphorus (TP)
<b>METALS</b>
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Mercury
Nickel
Zinc
<b>INORGANIC-DEMAND</b>
Total Organic Carbon (TOC)
Biochemical Oxygen Demand (BOD <sub>5</sub> )
<b>INORGANIC-RESIDUE</b>
Total Suspended Solids
<b>BIOLOGICAL</b>
Chlorophyll- <i>a</i>
<b>MICROBIOLOGICAL</b>
Total Coliform + <i>E. coli</i>
Fecal Coliform
Enterococcus

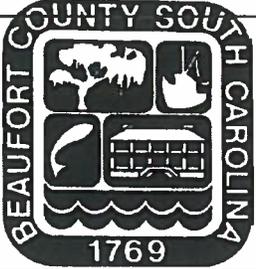


# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of Award for IFB #061421– US-278 Flyover Drainage Erosion Improvements (\$XXXXX)
<b>MEETING NAME AND DATE:</b>
County Council – June 28th, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
May 13th, 2021 – IFB posted on Vendor Registry June 9th, 2021 – Presented at the Stormwater Utility Board Meeting June 21 <sup>st</sup> , 2021 – Approved at Public Facilities Committee
<b>PROJECT / ITEM NARRATIVE:</b>
After completion of construction of the US-278 Bluffton Flyover, staff recognized erosion occurring at the outlet structures built within the roadway. Work to repair erosion issues needs to occur as soon as possible to prevent further impacts associated with the erosion. This project was put out for bid, with County staff choosing XXXXXXXX, the lowest, most responsive and responsible bidder.
<b>FISCAL IMPACT:</b>
XXXXXX provided a bid of \$XXXXXXXX With a 10% contingency of \$XXXXX, the total project cost is \$XXXXXX. Funding will come from budgeted construction funds from the Stormwater Utility Fund that currently has a balance of \$XXXXXXXX
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award of IFB #061421– US-278 Flyover Drainage Erosion Improvements to XXXXXXXXXXXX
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of award for IFB#061421– US-278 Flyover Drainage Erosion Improvements to XXXXXXXX  Motion to deny recommendation of award for IFB#061421 – US-278 Flyover Drainage Erosion Improvements to XXXXXX  <i>(Next Step – Upon approval, notify Contract recipient)</i>

**THIS IS NOT AN ORDER** \*VENDOR ORIGINAL   
 \*VENDOR COPY

Dates Advertised:  
 May 13, 2021

	<b>(IFB)</b>  <b>061421</b>	FORMAL SEALED BID (X) REQUEST FOR QUOTE ( )  We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> 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.  LOCAL TIME ON: <b>June 14, 2021</b>	Bid No.  IFB 061421	
<b>BID TITLE: US-278 Flyover Roadway Drainage Outfall Erosion Improvements</b>			
PREBID CONFERENCE: <b>Pre-Bid</b> conference will be held on June 3, 2021 at 3:00 p.m., virtually via Webex Meeting. All interested bidders must attend the meeting. WebEx contact <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a> to sign up.			
David L. Thomas, CPPO Purchasing Director	Mailing Date	SUBMIT QUESTIONS TO: Vendor Registry	
VENDOR NAME Truluck Construction, Inc. VENDOR MAILING ADDRESS 1012-A St. Andrews Blvd. CITY-STATE-ZIP-CODE Charleston, SC 29407 Telephone Number ( 843 ) 766-5571 Toll-Free Number ( ) Fax Number ( 843 ) 766-5574	REASON FOR NO BID Amend Number(s) Received: N/A S.C. TAX NO. 20521407-0 FEDERAL I.D. OR SOCIAL SECURITY NO. 46-4690166		
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 Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.	AUTHORIZED SIGNATURE(MANUAL) 		
	AUTHORIZED SIGNATURE (TYPE/TITLE)  Rawlins Lowndes, General Manager		

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

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

\* Bids received after the time specified for opening cannot be considered.

**BID FORM**

**THIS BID SUBMITTED TO:** Beaufort County Stormwater Department

**TITLE OF WORK:** US-278 Flyover Roadway Drainage Outfall Erosion Improvements

**LOCATION OF WORK:** Beaufort, South Carolina

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 within 90 Calendar days.

Bidder acknowledges receipt of the following addenda:  
N/A

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5. In accordance with Paragraph 9.3 of the General Provisions, 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%).
6. 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.

7. **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.

8. **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**

9. **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.

10. **BIDDER** is organized under the laws of the State of South Carolina as a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): Truluck Construction, Inc.

Address: 1012-A St. Andrews Blvd., Charleston, SC 29407

Telephone: 843-766-5571 FAX: 843-766-5574

South Carolina Bidder's License No.: G118545

Licensing Authority: SC Contractor's Licensing Board

11. Communications concerning this Bid should be addressed to the attention of Rawlins Lowndes As follows:

Name: Truluck Construction, Inc.

Address: 1012-A St. Andrews Blvd., Charleston, SC 29407

Telephone: 843-766-5571 FAX: 843-766-5574

SIGNED BY: 

Signature

Rawlins Lowndes

Name Printed

Title: General Manager Date: 6-14-21

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.  (Initial)

IFB 061421

**BID BOND**

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:  
Truluck Construction, Inc., 1014 St. Andrews, Charleston, SC 29407, as Principal, and  
Merchants National Bonding, Inc., Post Office Box 14498, Des Moines, IA 50306-3498

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto Beaufort County,  
South Carolina as County in the penal sum of \*\*\*Five Percent of the Attached Bid\*\*\*

\_\_\_\_\_ Dollars

(\$ \*\*\*5% of 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 14th day of June, 20 21.

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: US 278 Flyover Roadway Drainage Outfall Erosion Improvements

**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 here instated.

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 each 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.



Truluck Construction, Inc. (SEAL)

Principal

By: Charles E. Truluck, Jr.  
Charles E. Truluck, Jr. president (SEAL)

Surety: Merchants National Bonding, Inc.

By: R. E. Cobb, Jr.

South Carolina Representative

Raymond E. Cobb, Jr., Attorney-in-Fact

IFB # 061421

**CONSENT OF SURETY**

**OWNER:** Beaufort County Stormwater Department

**TITLE OF WORK:** US-278 Flyover Roadway Drainage Outfall Erosion Improvements, 061421  
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 14th day of June, 202021.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

Merchants National Bonding, Inc.

(Surety Company)

BY:   
Raymond E. Cobb, Jr., Attorney-in-Fact  
(Surety Company, Attorney-In-Fact)

Attest:   
Edith P. Forsberg

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

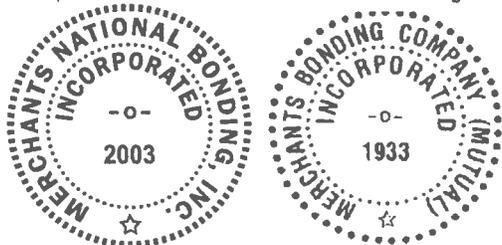
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

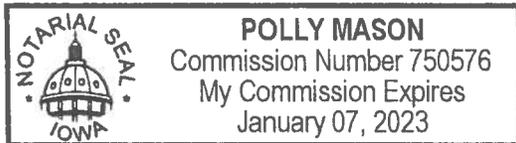


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of June, 2021.



*William Warner Jr.*  
Secretary

IFB # 061421

**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.

Truluck Construction, Inc.  
Contractor  
  
(Signature)

Rawlins Lowndes, General Manager  
Name and Title of Signer

6-14-21  
Date

IFB # 061421

**FINAL AFFIDAVIT TO BEAUFORT COUNTY, SOUTH CAROLINA**

I, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by Truluck Construction, Inc.

US-278 Flyover Roadway Drainage  
or any of his subcontractors in connection with the construction of Outfall Erosion Improvements at Beaufort County have been paid and satisfied in full as of June 14, 2021, 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 [Handwritten Signature] Rawlins Lowndes

Title General Manager

Personally appeared before me this 14th day of June, 202021.

Rawlins Lowndes  
General Manager, who under oath deposes and says that he is of the firm of Truluck Construction, Inc 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 Tina B. Richburg

My Commission Expires 6-28-23



IFB # 061421

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )  
 ) ss.

County of Charleston )  
Rawlins Lowndes Being first duly sworn,  
deposes and says that:

He is General Manager (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.

Rawlins Lowndes  Name

General Manager Title

Subscribed and sworn to before me this  
14<sup>th</sup> Day of June, 2021.

Tina B. Richburg (SEAL)

Notary For SC Title

My commission expires: 6-28-23



IFB # 061421

**CONTRACTOR'S QUALIFICATION STATEMENT**

**CERTIFICATION:** The following is a statement of fact.

	Rawlins Lowndes, General Manager	6-14-21
Signature	Typed Name and Title	Date

**A. GENERAL**

- A.1 Submit to: Beaufort County
- A.2 Name of Project (if applicable): [Project Title] US 278 Flyover Roadway Drainage Outfall Erosion Improvements  
[Project Location] US 278 Flyover, Beaufort, SC
- A.3 Contractor:
- A.4 Name: Truluck Construction, Inc.  
Mailing Address: PO Box 32219, Charleston, Sc 29417  
Street Address: 1012-A St. Andrews Blvd., Charleston, SC 29407  
Telephone Number (including area code): 843-766-5571  
Facsimile Number (including area code): 843-766-5574  
Contact Person: Rawlins Lowndes  
Contact Person's Telephone Number: 864-680-2107  
South Carolina Contractor's License Number: G 118545

**B. BUSINESS ORGANIZATION**

- B.1 Check type of business organization:  
Corporation  Individual  Partnership   
(Name of Partners) \_\_\_\_\_  
Joint Venture  Other
- B.2 If a corporation: \_\_\_\_\_  
State of Incorporation: South Carolina  
If not incorporated in South Carolina, State Corporation Commission Registration Number: \_\_\_\_\_  
Date of Incorporation: 10-1-2013  
Federal I.D. Number: 46-4690166

Name	Address	Phone No.	Yrs. in Position
<u>Officers:</u>	1012-A St. Andrews Blvd. Charleston, SC 29407	843-766-5571	
<u>President:</u>	Charles E. Truluck, Jr.		8
<u>Vice President(s):</u>	Charles E. Truluck, Jr.		8
<u>Secretary:</u>	Charles E. Truluck, Jr.		8
<u>Treasurer:</u>	Charles E. Truluck, Jr.		8

Are you a Subchapter S Corporation: Yes  No

Name	Address	Phone No.
<u>Subchapter S Shareholders:</u>	Charles E. Truluck, Jr.	
	1012-A St. Andrews Blvd., Charleston, SC 29407	
	843-766-5571	

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.

Truluck Construction Co. - 1014 St. Andrews Blvd., Charleston, SC 29407  
(Ownership transfer to next generation)

Number of years in business under each name: 85

Contractor's license number in each state in which a business wasoperated.  
G 11914

**C. BONDING**

C.1 Bonding Agent:

Wayne McCartha

Name: McCartha Cobb & Associates

Address: 1407 Calhoun St., Columbia, SC 29201

Telephone Number (including area code): 803-799-3474

Contact Person: Wayne McCartha/Kathryn McCartha

C.2 Bonding Company: Merchants National Bonding, Inc.

Name: \_\_\_\_\_

Address: PO Box 14498, Des Moines, Iowa 50306-3498

Telephone Number (including areacode): 800-678-8171

Contact Person: N/A

Best's Key Rating of bonding company: A (Excellent)

C.3 Number of years this bonding company has acted as surety for you:  
6+

C.4 Bonding Capacity: Maximum single job size: \$5 million  
Total bonding limit: \$25 million

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\_X

**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.

2020: .76                      2019: .76                      2018: .76

\_\_\_\_\_

**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.

	Will Connor, PE	Danny Forsberg, PE
Architects/Engineers:	Kiawah Island Community Assoc. 23 Beachwalker Dr., Kiawah Island 843-768-2315; william.connor@kica.us	Forsberg Engineering & Surveying 1587 Savannah Hwy #B 843-571-2622

Major Subcontractors:

Charles Rooke, B+C Land Development 3785 Old Charleston Hwy, Johns Island 843-766-8109	Jason Lott, Sanders Brothers 1990 Harley Street, Charleston, SC 843-744-4261
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Financial Institutions:

Wells Fargo - Banking 177 Meeting Street Daniel Zuar - 843-727-1048	Pinnacle Financial Partners 530 Johnnie Dodds Blvd. Jeff Odom - 843-884-0504
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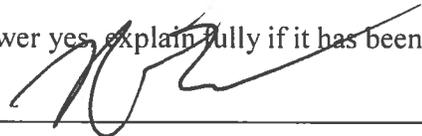
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:**

**Company Name:**

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  \_\_\_\_\_ Rawlins Lowndes  
General Manager

**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: \_\_\_\_\_

**US-278 Flyover Drainage Improvements**  
 Beaufort County, South Carolina  
**BID FORM**

WBS	DIV SECT	BID ITEM Line Item	QTY	UNIT	UNIT COST	ITEM COST	SUBTOTAL	
<b>A. Site Preparation &amp; Earthwork</b>								
A.1	<b>Erosion &amp; Sediment Controls</b>							\$ 97,030.00
		Silt Fence (double row)	540	LF	\$ 7.00	\$ 3,780.00		
		Rip-Rap Channels	85	CY	\$ 1,075.00	\$ 91,375.00		
		SCDOT Class 1 Type B Geotextile Fabric	375	SY	\$ 5.00	\$ 1,875.00		
A.2	<b>Earthwork</b>							
		Earthwork for installation of Rip Rap Channels and Channel	1	LS	\$ 28,500.00	\$ 28,500.00	\$ 28,500.00	
						<b>TOTAL SITE PREPARATION &amp; EARTHWORK</b>	\$ 125,530.00	
						<b>TOTAL DIRECT COST</b>	\$ 125,530.00	
<b>B. General Requirements</b>								
		Mobilization	1	LS		\$ 8,500.00		
		Record Drawings & Close-Out	1	LS		\$ 3,500.00		
		Maintenance of Traffic	1	LS		\$ 10,000.00		
						<b>TOTAL GENERAL REQUIREMENTS</b>	\$ 22,000.00	
						<b>TOTAL CONSTRUCTION COST</b>	\$ 147,530.00	

- Unit prices provided in addition to lump sum costs shall be used for estimation purposes.
- The above unit prices shall include but not limited to all labor, testing, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., and all efforts deemed necessary to complete the proposed improvements shown and described in the construction documents.

# SELF-PERFORMANCE AFFIDAVIT

*If self-performing 100% sign below and return this page with your bid/proposal.*

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: US-278Flyover Roadway Drainage Outfall Erosion Improvements

Bid/Proposal Number: 061421

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 all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

Truluck Construction, Inc.  
Name of Company

Rawlins Lowndes

Authorized Representative Name

[Signature]  
Signature

General Manager

Title

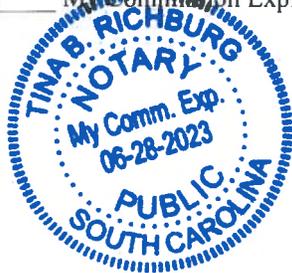
6-14-21

Date

State of South Carolina County of Charleston

Subscribed and sworn to before me this 14<sup>th</sup> day of June 20 2021

Notary Public Tina B. Richburg My Commission Expires: 6-28-23



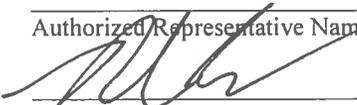
**EXHIBIT 1  
Non-Discrimination Statement**

The bidder/proposer certifies that:

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

Truluck Construction, Inc.  
Name of Company

Rawlins Lowndes  
Authorized Representative Name

  
Signature

General Manager  
Title

6-14-21  
Date

*Return this page with your bid/proposal*

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT



<b>Project Name:</b>	US-278 Flyover Roadway Drainage Outfall Erosion Improvements
<b>Project Number:</b>	IFB 061421
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	June 14 2021
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	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
Greener Habitats	X	X	N/A	X	Self Performing	X	\$ 225,100.00
L-J Inc.	X	X	N/A	X	X	X	\$ 718,573.00
Truluck Construction	X	X	N/A	X	Self Performing	X	\$ 147,530.00

*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



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

**BUDGET CONFIRMATION FORM**

Thank you for your request. Prior to any work being done on your request and the solicitation going public, the following information is REQUIRED.

Type of Goods or Services needed with a general description:

Highway 278 Erosion Repair at Flyover Bridge. Repairs needed at road inlets due to erosion issues. Work needed includes u

Estimated Project Cost: \$80,000.00

<i>Account Number / Name</i>	<i>Fund / Account Balance</i>
50250011 51170 Non Professional Services	350,000

Comments:

FY22 has allotted \$350,000.00 for work to be performed under Non Professional services, however budget has r

Department Head: Nilesh Desai, nilesh.desai@bcgov.net

Department's Name: Beaufort County Stormwater

Submitter:  kherrera Date/Time: 05/11/2021 11:09:19 AM

No file attached

No file attached

No file attached

**Department Head Review and Sign:**

Department Head Signature  nilesh.desai Date/Time: 06/15/2021 11:15:52 AM

**Finance Decision:**

Confirmed Account:   Approved  Rejected  On Hold

Comments:

Authorized Finance Signature: pushpal.harriott Date/Time: 6/18/2021 10:00:25 AM

**Purchasing Decision:**

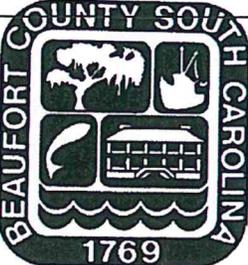
Approved  Rejected  On Hold

Comments:

Authorized Purchasing Signature: dthomas Date/Time: 6/18/2021 10:19:24 AM

THIS IS NOT AN ORDER \*VENDOR ORIGINAL  
\*VENDOR COPY

Dates Advertised:  
May 13, 2021

	<p>(IFB)  061421</p>	<p>FORMAL SEALED BID (X) REQUEST FOR QUOTE ( )</p> <p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid.</p>	
<p>BIDS WILL BE RECEIVED UNTIL 3:00 P.M.</p>		<p>Bid No.</p>	
<p>LOCAL TIME ON:  June 14, 2021</p>		<p>IFB 061421</p>	
<p><b>BID TITLE: US-278 Flyover Roadway Drainage Outfall Erosion Improvements</b></p>			
<p>PREBID CONFERENCE: Pre-Bid conference will be held on June 3, 2021 at 3:00 p.m., virtually via Webex Meeting. All interested bidders must attend the meeting. WebEx contact <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a> to sign up.</p>			
<p>David L. Thomas, CPPO Purchasing Director</p>	<p>Mailing Date</p>	<p>SUBMIT QUESTIONS TO: Vendor Registry</p>	
<p>VENDOR NAME <i>L-J, INC.</i></p>		<p>REASON FOR NO BID</p>	
<p>VENDOR MAILING ADDRESS <i>615 KNOX ABBOTT DR., STE 200</i></p>		<p>Amend Number(s) Received:</p>	
<p>CITY-STATE-ZIP-CODE <i>CAYCE, SC 29033</i></p>		<p>S.C. TAX NO. <i>04080977-7</i></p>	
<p>Telephone Number (803) <i>929-1131</i></p>		<p>FEDERAL I.D. OR SOCIAL SECURITY NO.</p>	
<p>Toll-Free Number ( )</p>		<p><i>20-3736222</i></p>	
<p>Fax Number (803) <i>929-7625</i></p>		<p>AUTHORIZED SIGNATURE (MANUAL)</p>	
<p>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</p>			
<p>Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.</p>		<p>AUTHORIZED SIGNATURE (TYPE/TITLE) <i>DAVID M. LEVER, VICE PRESIDENT</i></p>	

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

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

\* Bids received after the time specified for opening cannot be considered.

# **EXHIBIT 1**

## **Required Documents**

**BID FORM**

**THIS BID SUBMITTED TO:** Beaufort County Stormwater Department

**TITLE OF WORK:** US-278 Flyover Roadway Drainage Outfall Erosion Improvements

**LOCATION OF WORK:** Beaufort, South Carolina

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 within 90 Calendar days.**

Bidder acknowledges receipt of the following addenda:

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5. In accordance with Paragraph 9.3 of the General Provisions, 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%).
6. 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.

7. **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.

8. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSIONAFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

9. **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.

10. **BIDDER** is organized under the laws of the State of SOUTH CAROLINA as a CORPORATION (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): L - J, INC.

Address: 615 KNOX ABBOTT DR., STE 200, CAYCE, SC 29033

Telephone: (803) 929-1181 FAX: (803) 929-7625

South Carolina Bidder's License No.: G 112370

Licensing Authority: SCLR

11. Communications concerning this Bid should be addressed to the attention of \_\_\_\_\_ As follows:

Name: DAVID M. LEVER

Address: 615 KNOX ABBOTT DR., STE 200, CAYCE, SC 29033

Telephone: (803) 929-1181 FAX: (803) 929-7625

SIGNED BY: 

Signature

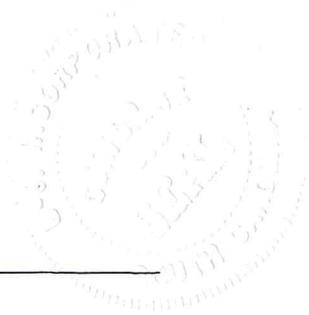
DAVID M. LEVER

Name Printed

Title: VICE PRESIDENT Date: JUNE 14, 2021

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.

 (Initial)



IFB 061421

**BID BOND**

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:  
L-J, Inc. \_\_\_\_\_, as Principal, and  
Travelers Casualty and Surety Company of America

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of an amount equal to five percent of the principal's bid - - - - - Dollars

(~~\$5% of 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 14th day of June, 2021.

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: US-278 Flyover Roadway Drainage Outfall Erosion Improvements, Beaufort, SC

**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 here instated.

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 forthabove.

L-J, Inc. (SEAL)  
Principal  
By: [Signature]  
DAVID M. LEVDE, V.P. (SEAL)

Surety: Travelers Casualty and Surety Company of America  
By: [Signature]  
South Carolina Representative  
Laura W. Dennison, Attorney-in-Fact

IFB # 061421

**CONSENT OF SURETY**

**OWNER:** Beaufort County

**TITLE OF WORK:** US-278 Flyover Roadway Drainage Outfall Erosion Improvements  
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (**\$1.00**), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (**100%**) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 14th day of June, 2021.

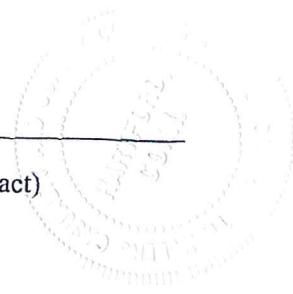
(A corporate acknowledgment and statement of authority to be here attached by the surety company).

Travelers Casualty and Surety Company of America

(Surety Company)

BY: Laura W. Dennison  
Laura W. Dennison  
(Surety Company, Attorney-In-Fact)

Attest: Terri Zenoni  
Terri Zenoni





**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 **Laura W. Dennison of Columbia, South Carolina**, 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 3rd day of February, 2017.



State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, 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 the corporations 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



Marie C. Tetreault  
Marie C. Tetreault, 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 14th day of June, 2021



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 the power is attached.**

IFB # 061421

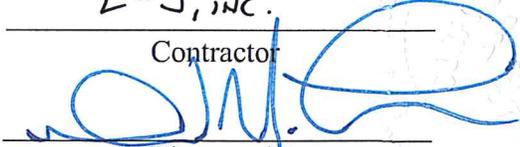
**CERTIFICATION BY CONTRACTOR**

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, and 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.

L-J, INC.  
Contractor  
  
(Signature)

DAVID M. LEVER, VICE PRESIDENT  
Name and Title of Signer

6/14/21  
Date

IFB # 061421

**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 \_\_\_\_\_

IFB # 061421

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of SOUTH CAROLINA )

County of LEXINGTON ) ss.

DAVID M. LEVER Being first duly sworn,  
deposes and says that:

He is VICE PRESIDENT (OFFICER) (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.

[Signature] Name  
DAVID M. LEVER, VICE PRESIDENT Title

Subscribed and sworn to before me this

14 Day of JUNE, 20 21.

[Signature] (SEAL)

NOTARY PUBLIC - SC Title

My commission expires: 2/21/24

IFB # 061421

**CONTRACTOR'S QUALIFICATION STATEMENT**

**CERTIFICATION:** The following is a statement of fact.

  
 Signature DAVID M. LEVER, VICE PRESIDENT 6/14/21  
 Typed Name and Title Date

**A. GENERAL**

- A.1 Submit to: BEAUFORT COUNTY
- A.2 Name of Project (if applicable): [Project Title] US-278 FLYOVER EDWAY DRAINAGE  
 [Project Location] BEAUFORT, SC
- A.3 Contractor:
- A.4 Name: L-J, INC.  
 Mailing Address: 615 KNOX ABBOTT DR., STE 200, CAYCE, SC 29033  
 Street Address: "SAME AS ABOVE"  
 Telephone Number (including area code): (803) 929-1181  
 Facsimile Number (including area code): (803) 929-7625  
 Contact Person: DAVID M. LEVER  
 Contact Person's Telephone Number: (803) 929-1181  
 South Carolina Contractor's License Number: G 112370

**B. BUSINESS ORGANIZATION**

- B.1 Check type of business organization:  
 Corporation  Individual  Partnership   
 (Name of Partners) \_\_\_\_\_  
 Joint Venture  Other
- B.2 If a corporation: \_\_\_\_\_  
 State of Incorporation: SOUTH CAROLINA  
 If not incorporated in South Carolina, State Corporation Commission Registration Number: \_\_\_\_\_  
 Date of Incorporation: JULY 23, 1952  
 Federal I.D. Number: 20-3736222

Name Address Phone No. Yrs. in Position

Officers:

President:

DAVID N. JORDAN COLUMBIA, SC (803) 929-1181 +30 YEARS

Vice President(s):

DAVID M. LEVIZ, HUGH W. WILSON COLUMBIA, SC (803) 929-1181 25 YEARS

Secretary: DAVID N. JORDAN, ASST. SEC. SALLY G. CRANE

Treasurer: DAVID N JORDAN

Are you a Subchapter S Corporation: Yes No

Name Address Phone No.

Subchapter S Shareholders:

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years in business under each name:

\_\_\_\_\_

Contractor's license number in each state in which a business was operated.

\_\_\_\_\_

**C. BONDING**

C.1 Bonding Agent:

USI INSURANCE SERVICES

Name: \_\_\_\_\_ "

Address: P.O. Box 386, COLUMBIA, SC 29202

Telephone Number (including area code): (803) 602-3012

Contact Person: LAURA DENNISON

C.2 Bonding Company: TRAVELERS CASUALTY AND SURETY Co.

Name: \_\_\_\_\_ "

Address: 11440 CARMEL COMMON BLD., CHARLOTTE, NC 28226

Telephone Number (including area code): ~~803~~ (704) 544-3716  
ONE

Contact Person: MIKE WYMAN

Best's Key Rating of bonding company: A: XIII

C.3 Number of years this bonding company has acted as surety for you:  
15 YEARS

C.4 Bonding Capacity: Maximum single job size: 65 MILLION  
Total bonding limit: 65 MILLION

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

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?

\_\_\_\_\_

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.

2020 - 0.82 ; 2019 - 0.84 ; 2018 - 0.85

**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:

CITY OF GREENVILLE SENIOR CITY ENGINEER, GREENVILLE, SC (864) 467-4439  
EDDIE LITTLETON

Major Subcontractors:

SLOW CONSTRUCTION; COLUMBIA, SC (803) 376-1240, WENDY THOMPSON

Financial Institutions:

TD BANK, 1501 MAIN ST., COLUMBIA, SC (803) 540-2701 CUSTODER LEAKS

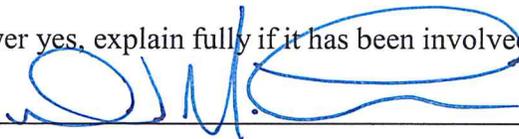
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:**

**Company Name:**

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: \_\_\_\_\_ Principal Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Secretary of State Designation: (Corporation, Individual, Partnership, Other) \_\_\_\_\_

Beaufort County Business License/Classification: \_\_\_\_\_

Tax Obligation Current: \_\_\_\_\_

Signature of Principal/Date: \_\_\_\_\_

**US-278 Flyover Drainage Improvements**  
 Beaufort County, South Carolina  
**BID FORM**

WBS	DIV SECT	BID ITEM Line Item	QTY	UNIT	UNIT COST	ITEM COST	SUBTOTAL
<b>A. Site Preparation &amp; Earthwork</b>							
A.1	<b>Erosion &amp; Sediment Controls</b>						
		Silt Fence (double row)	540	LF	\$ 26.45	\$ 14,283.00	\$ 238,933.00
		Rip-Rap Channels	85	CY	\$ 2,530.00	\$ 215,050.00	
		SCDOT Class 1 Type B Geotextile Fabric	375	SY	\$ 25.60	\$ 9,600.00	
A.2	<b>Earthwork</b>						
		Earthwork for installation of Rip Rap Channels and Channel Repair	1	LS	\$ 248,400.00	\$ 248,400.00	\$ 248,400.00
<b>TOTAL SITE PREPARATION &amp; EARTHWORK</b>							<b>\$ 487,333.00</b>
<b>TOTAL DIRECT COST</b>							<b>\$ 487,333.00</b>
<b>B. General Requirements</b>							
		Mobilization	1	LS		\$ 55,000.00	
		Record Drawings & Close-Out	1	LS		\$ 9,840.00	
		Maintenance of Traffic	1	LS		\$ 166,400.00	
<b>TOTAL GENERAL REQUIREMENTS</b>							<b>\$ 231,240.00</b>
<b>TOTAL CONSTRUCTION COST</b>							<b>\$ 718,573.00</b>

- Unit prices provided in addition to lump sum costs shall be used for estimation purposes.
- The above unit prices shall include but not limited to all labor, testing, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., and all efforts deemed necessary to complete the proposed improvements shown and described in the construction documents.

Program Provisions for  
**Small and Minority  
Business Participation**



**PLEASE REVIEW THIS SECTION CAREFULLY,  
PAYING PARTICULAR ATTENTION TO “PRE-AWARD  
DOCUMENTS” DUE WITH THE BID/PROPOSAL,  
THE “GOOD FAITH EFFORTS CHECKLIST”,  
AND EXHIBITS 1-3.**

**FAILURE TO FOLLOW THE PROGRAM  
REQUIREMENTS AND/OR FURNISH THE REQUESTED  
DOCUMENTS MAY RESULT IN THE REJECTION OF  
YOUR BID/PROPOSAL.**

**Small and Minority Business Participation Program Documents Overview\***

PRE-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
1	<b>Program Overview</b>	n/a
2	<b>Self-Performance Affidavit</b> Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal <b>only if</b> self-performing 100%.
3	<b>Good Faith Efforts Checklist</b> Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	<b>Due with bid/proposal.</b>
4	<b>Good Faith Agencies Distribution List</b> Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies <b>due with bid/proposal.</b>
5	<b>Outreach Written Notice Example</b> Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses <b>due with bid/proposal.</b>
6	<b>Non-Discrimination Statement – Exhibit 1</b> Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	<b>Due with bid/proposal.</b>
7	<b>Outreach Documentation Log – Exhibit 2</b> Documents solicitation efforts to obtain small and minority business participation for this project.	<b>Due with bid/proposal.</b>
8	<b>Proposed Utilization Plan – Exhibit 3</b> Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	<b>Due with bid/proposal.</b>
POST-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
9	<b>Compliance Efforts</b> If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	<b>Monthly Compliance Status Report – Exhibit 4</b> Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

\* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder’s List Questionnaire. For a current list of South Carolina DBE firms, please visit [www.scdot.org](http://www.scdot.org) and go to “Doing Business with SCDOT”, then see “Office of Business Development and Special Programs” and click on “DBE Directory”. Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County’s requirements.

## PROGRAM OVERVIEW

### Introduction

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 a 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 and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

### Definitions

*Small Business* means a for-profit concern, including its affiliates, 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. Beaufort County refers to these businesses as *Small Business Enterprises* or "SBE".

*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 Beaufort County Council. *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. Beaufort County refers to minority businesses as *Minority Business Enterprises* or "MBE".

**Small and Minority Business Enterprises will be abbreviated as "S/MBE".**

### Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

\* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: \_\_\_\_\_

Bid/Proposal Number: \_\_\_\_\_

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 all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

Pre-award efforts include the following "good faith efforts" for Contractors intending to use subcontractors, or the bid/proposal may be rejected.

If using subcontractors, return this page (and required supporting documents) with your bid/proposal.

- Divide and/or combine scope of work packages into economically feasible units, if possible.
Request a list of potential S/MBEs from the Beaufort County Compliance Office by e-mailing a request to dthomas@bcgov.net
Send a written notice at least ten (10) business days prior to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs and (2) "good faith agencies":
The written notice should contain the Contractor's name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor's company policy regarding insurance, bonding, and financial requirements, if any.
Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
Submit with the bid/proposal, copies of the written notice sent specifically to the "good faith agencies", along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
Exhibit 1: Non-Discrimination Statement
Exhibit 2: Outreach Documentation Log
Exhibit 3: Proposed Utilization Plan

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

L-J, INC.
Name of Company
DAVID M. LEVER
Authorized Representative Name
Signature
VICE PRESIDENT
Title
6/14/21
Date

## GOOD FAITH AGENCIES DISTRIBUTION LIST

Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail, fax, OR e-mail the notice.

Submit notice copy with the bid/proposal, copies of the written notices sent to these agencies.

- Beaufort County Black Chamber of Commerce**  
Attention: Mr. Larry Holman  
Post Office Box 754  
Beaufort, SC 29901  
FAX: (843) 379-8027  
EMAIL: president@bcbcc.org
- Beaufort Regional Chamber of Commerce**  
Attention: Ms. Blakely Williams  
Post Office Box 910  
Beaufort, SC 29901  
FAX: (843) 986-5405  
EMAIL: blakely@beaufortsc.org
- Hilton Head Island-Bluffton Chamber of Commerce**  
Attention: Ms. Sandy McGuire  
Post Office Box 5647  
Hilton Head Island, SC 29938  
FAX: (843) 785-7110  
EMAIL: smcguire@hiltonheadisland.org
- SCDOT Disadvantaged Business Enterprise Program**  
Attention: Mr. Curtis Sims  
955 Park Street  
Columbia, SC 29202  
FAX: (803) 737-2021  
EMAIL: SimsC@scdot.org
- Small Business Administration**  
Attention: Mr. John O'Neill  
1835 Assembly Street, Suite 1425  
Columbia, SC 29201  
FAX: (803) 765-5962  
EMAIL: John.Oneill@sba.gov

## OUTREACH WRITTEN NOTICE EXAMPLE

*Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.*

*You may mail, fax, OR e-mail the notice.*

*Submit all notices with the bid/proposal, copies of the written notices sent to these agencies.*

No Name Company  
Post Office Box 1234  
Any Town, US  
(123) 555-7777 Telephone  
(123) 555-8888 Fax

# Example

Date

Subcontractor Company Name  
Subcontractor Mailing Address  
Subcontractor City, State, Zip

Dear Subcontractor Company Name:

No Name Company is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- *Describe Bid Package 1*
- *Describe Bid Package 2*
- *Describe Bid Package 3*
- *Etc...*

Plans and specifications are available at our office and at \_\_\_\_\_ and \_\_\_\_\_.

It is the policy of No Name Company that \_\_\_\_\_ (state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.)

The IFB/RFP closing date is \_\_\_\_\_ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than \_\_\_\_\_ pm.

If you have any questions, please contact Mr. /Ms. \_\_\_\_\_ at our company.

We look forward to hearing from you.

Sincerely,

\_\_\_\_\_  
Title  
No Name Company

*Sign below and return this page with your bid/proposal.*

**EXHIBIT 1  
Non-Discrimination Statement**

The bidder/proposer certifies that:

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

L - J, INC.  
Name of Company

DAVID M. LOVER  
Authorized Representative Name

[Signature]  
Signature

VICE PRESIDENT  
Title

6/19/21  
Date

*Return this page with your bid/proposal*

**EXHIBIT 2**  
**Outreach Documentation Log**

Bidder/Proposer Name: L-J, INC.  
 Bid/RFP No.: 061421  
 Bid/RFP Date: 6/14/21  
 Project Name: US 278 FLYOVER ROADWAY DRAINAGE OUTRAK

**LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION**  
 (Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)
SAFETY COMPLIANCE SOLUTIONS	DBE	3575 D MAYBANK HWY JOHNS ISLAND, SC 29455	(843) 730-4165	TRAFFIC CONTROL	N	WILL QUOTE	WILL USE

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: DAVID M. LEVER Signature:  Title: VICE PRESIDENT

*Return this page with your bid/proposal*

**EXHIBIT 3**  
Proposed Utilization Plan

Bidder/Proposer Name: L-J, INC.  
 Bid/RFP No.: 061421  
 Bid/RFP Date: 6/14/21  
 Project Name: US 278 FLYOVER DRAINAGE IMPROVEMENTS

**LIST INFORMATION FOR THE S/MBEs YOU INTEND TO UTILIZE**  
 (Use additional sheets if necessary and mark "Exhibit 3 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount
SAFETY COMPLIANCE SOLUTIONS	DBE	3575D MAYBANK HWY JONIS ISLAND, SC	(843) 730-4765	Austin BeBren	TRAFFIC SAFETY	# 108,000.00

Total Anticipated Small Business Enterprise Participation Dollar Value: \$ \_\_\_\_\_  
 Total Anticipated Minority Business Enterprise Participation Dollar Value: \$ 108,000.00

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: DAVID M. LEVEL Signature:  Title: VICE PRESIDENT

## COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (S/MBE) commitments made in conjunction with the “Pre-Award Good Faith Efforts”, unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Beaufort County Compliance Office must be notified in writing within ten (10) business days for discussion and approval. No Contractor shall enter into an agreement with any S/MBE that would in any manner limit the S/MBE from selling or acting as a subcontractor to any other party.

Beaufort County shall have the right to inspect the Contractor’s records related to activity and expenditures to S/MBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Beaufort County personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Beaufort County staff, including, but not limited to the Purchasing Director and Compliance Officer.

“Post-Award Compliance Efforts” require the Contractor to not only provide monthly reports regarding activity and expenditures to S/MBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The “Monthly Compliance Status Report” must be submitted to the Compliance Office until the project ends, by the fifth (5<sup>th</sup>) day, reflecting the activity of the previous month.

After the County receives a monthly status report marked as “final”, the Contractor will be issued an affidavit to certify totals regarding S/MBE usage throughout the life of the project.

All questions regarding “Post-Award Compliance Efforts” should be directed to the Compliance Office via e-mail at [dthomas@bcgov.net](mailto:dthomas@bcgov.net) or (843) 255-2304.

EXHIBIT 4



**MONTHLY COMPLIANCE STATUS REPORT**  
 Small and Minority Business Participation

*Completed reports must be submitted as follows:*  
 Beaufort County Compliance Office  
 P.O. Drawer 1228 • Beaufort, SC 29901-1228  
 E-Mail: [dthomas@bcgov.net](mailto:dthomas@bcgov.net) • FAX 843.255.9437

**Prime Contractor Name:**  
**Project Name:**  Monthly  Final  
**Type of Report:**  
**Report Number:**  
**For the Period Of:**

Until the project ends, the Prime Contractor shall submit monthly reports to the Compliance Office by the 5<sup>th</sup> day, reflecting activity of the previous month.

**Original Prime Contract Amount:**  
**Change Orders to Date:**  
**Current Prime Contract Amount:**

Name of S/MBE	Firm Type	Quote Amount	Date of Contract/PO	Dollar Amount of Actual Contract/PO	Dollar Amount Paid This Month	Check Number	Dollar Amount Paid to Date

SBE Expenditure to Date:  
 MBE Expenditure to Date:

S/MBE Total Expenditure to Date:

I certify that contracts/purchase orders have been executed with the above firms, amounts listed are accurate, and payments were made in accordance with contractual obligations. Cancelled checks to S/MBEs working on this project and/or supporting documentation for the information presented in this report will be made available to Beaufort County officials upon written request.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS IS NOT AN ORDER** \*VENDOR ORIGINAL  
\*VENDOR COPY

Dates Advertised:  
May 13, 2021

	<p align="center"><b>(IFB)</b> <b>061421</b></p>	<p>FORMAL SEALED BID (X) REQUEST FOR QUOTE ( )</p> <p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid.</p>
<p>BIDS WILL BE RECEIVED UNTIL 3:00 P.M.</p>	<p>Bid No.</p>	
<p>LOCAL TIME ON: <b>June 14, 2021</b></p>	<p align="center">IFB 061421</p>	
<p><b>BID TITLE: US-278 Flyover Roadway Drainage Outfall Erosion Improvements</b></p>		
<p>PREBID CONFERENCE: <b>Pre-Bid</b> conference will be held on June 3, 2021 at 3:00 p.m., virtually via Webex Meeting. All interested bidders must attend the meeting. WebEx contact <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a> to sign up.</p>		
<p>David L. Thomas, CPPO Purchasing Director</p>	<p>Mailing Date</p>	<p>SUBMIT QUESTIONS TO: Vendor Registry</p>
<p>VENDOR NAME <b>Greener Habitats, Inc.</b></p>	<p>REASON FOR NO BID</p>	
<p>VENDOR MAILING ADDRESS <b>2021 State Street</b></p>	<p>Amend Number(s) Received:</p>	
<p>CITY-STATE-ZIP-CODE <b>Cayce, SC 29033</b></p>	<p>S.C. TAX NO. <b>032425402</b></p>	
<p>Telephone Number ( <b>803</b> ) <b>851-3657</b></p>	<p>FEDERAL I.D. OR SOCIAL SECURITY NO.</p>	
<p>Toll-Free Number ( )</p>	<p align="center"><b>27-2015076</b></p>	
<p>Fax Number ( )</p>	<p align="center">[AUTHORIZED SIGNATURE (MANUAL)]</p>	
<p>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</p>	<p align="center"><b>Chad L. Hoffman</b></p>	
	<p align="center">[AUTHORIZED SIGNATURE (TYPE/TITLE)] <b>Chad L. Hoffman / Owner</b></p>	
<p>Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.</p>		

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

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

\* Bids received after the time specified for opening cannot be considered.

**BID FORM**

**THIS BID SUBMITTED TO: Beaufort County Stormwater Department**

**TITLE OF WORK: US-278 Flyover Roadway Drainage Outfall Erosion Improvements**

**LOCATION OF WORK: Beaufort, South Carolina**

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 within 90 Calendar days.**

Bidder acknowledges receipt of the following addenda:

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5. In accordance with Paragraph 9.3 of the General Provisions, 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%).
6. 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.

7. **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.

8. **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**

9. **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.

10. **BIDDER** is organized under the laws of the State of South Carolina as a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): Greener Habitats, Inc.

Address: 2021 State Street, Cayce, SC 29033

Telephone: 803-851-3657 FAX: \_\_\_\_\_

South Carolina Bidder's License No.: \_\_\_\_\_

Licensing Authority: SC Dept. of Labor, Licensing, and Regulation

11. Communications concerning this Bid should be addressed to the attention of Chad Hoffman As follows:

Name: Greener Habitats, Inc.

Address: 2021 State Street, Cayce, SC 29033

Telephone: 803-331-6437 FAX: \_\_\_\_\_

**SIGNED BY:**

Chad Hoffman  
Signature

Chad Hoffman  
Name Printed

Title: Owner/President Date: May 20, 2021

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.  
CH (Initial)

IFB 061421

**BID BOND**

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:  
Greener Habitats, Inc., as Principal, and  
Hudson Insurance Company

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of Five Percent of Bid Amount (5%)

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) 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 14th day of June, 2021.

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 here instated.

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 forthabove.

Greener Habitats, Inc. \_\_\_\_\_ (SEAL)

Principal

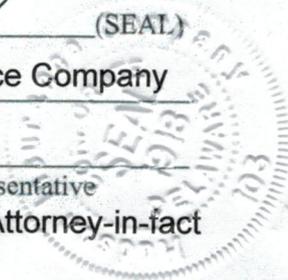
By: Chad L. Hoffman

\_\_\_\_\_ (SEAL)

Surety: Hudson Insurance Company

By: [Signature]

South Carolina Representative  
Thomas M. Albus, Attorney-in-fact





**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Thomas M. Albus and Hinton B. Leigh  
of the State of South Carolina**

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested, on this 7th day of November, 20 17 at New York, New York.



Attest Dina Daskalakis  
**Dina Daskalakis**  
Corporate Secretary

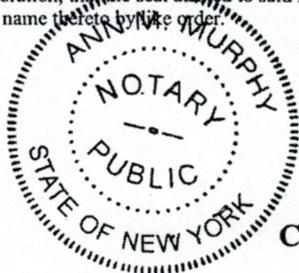
HUDSON INSURANCE COMPANY

By Michael P. Cifone  
**Michael P. Cifone**  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by the order.

(Notarial Seal)



Ann M. Murphy  
**ANN M. MURPHY**  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In witness the hand of the undersigned and the seal of said Corporation this 14th day of JUNE, 20 21.



By Dina Daskalakis  
**Dina Daskalakis**, Corporate Secretary

IFB # 061421

**CONSENT OF SURETY**

OWNER: Beaufort County

TITLE OF WORK: US-278 Flyover Roadway Drainage, Outfall Erosion Improvements  
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 14<sup>th</sup> day of June, 2021.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

Hudson Insurance Group

(Surety Company)

BY: Thomas M. Albus

(Surety Company, Attorney-In-Fact)

Attest: \_\_\_\_\_

IFB # 0161421**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, and 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.

Greener Habitats, Inc.  
Contractor

Chad Hoffman  
(Signature)

Chad Hoffman - President  
Name and Title of Signer

May 20, 2021  
Date

IFB # 061421

**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 Chad A. Hoffman  
Title President

Personally appeared before me this 20th day of May, 2021.

Chad Hoffman, who under oath deposes and says that he is President/owner of the firm of Greener Habitats, Inc. 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 Melanie E. Borkhart

My Commission Expires April 28, 2022

IFB # 061421

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )

County of Lexington ) ss.

Chad L. Hoffman Being first duly sworn,  
deposes and says that:

He is President/Owner (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.

Chad L. Hoffman Name

President/Owner Title

Subscribed and sworn to before me this

20<sup>th</sup> Day of May, 20 21.

Milanie E. Bookhart (SEAL)

\_\_\_\_\_ Title

My commission expires: April 28, 2022



Name Address Phone No. Yrs. in Position

Officers:

President: Chad L. Hoffman, 626 Holland Ave., Cayce, SC 29033, 803-331-6437, 11 yrs.

Vice President(s): N/A

Secretary: Melanie Bookhart, 336 Catfish Rd, Ellmore, SC 29047, 803-308-7751, 5 yrs.

Treasurer: N/A

Are you a Subchapter S Corporation: Yes [checked] No

Name Address Phone No.

Subchapter S Shareholders: Chad L. Hoffman, 626 Holland Ave., Cayce, SC 29033, 803-331-6437

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: 11

B.5 Have you ever operated under another name? Yes No [checked]

If yes,

All other business names and addresses of principal placed of business for each business.

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Number of years in business under each name:

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Contractor's license number in each state in which a business was operated.

SC - G121265

**C: BONDING**

C.1 Bonding Agent:

Albus-Leigh Agency, LLC

Name: TOM ALBUS

Address: P.O. BOX 892, Lexington, SC 29071

Telephone Number (including area

code): 803-348-8600

Contact Person: Thomas M. Albus

C.2 Bonding Company: Hudson Insurance Company

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number (including areacode): 866-546-3981

Contact Person: TOM ALBUS

Best's Key Rating of bonding company: \_\_\_\_\_

C.3 Number of years this bonding company has acted as surety for you: 3 yrs.

C.4 Bonding Capacity: Maximum single job size: \$400,000  
Total bonding limit: \$400,000

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: \_\_\_\_\_

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

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?

\_\_\_\_\_

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.

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D.2 List your workman's compensation experience modifier for the last three years.

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**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: Alton Hutto, LAD Corp., 214 Martin Neese Rd., Swansea, SC 29160, 803-217-9285

Major Subcontractors:

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Financial Institutions: Southern First Bank, 190 Knox Abbott Drive, Cayce, SC, 803-223-6443, Fitz King

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:**

Company Name: Greener Habitats, 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 Chad L. Hoffman

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 061421, dated June 14, 2021

Company Name: Greener Habitats, Inc. Principal Name: Chad Hoffman

Company Address: 2021 State Street, Cayce, SC 29033

Secretary of State Designation: Corporation (Individual, Partnership, Other) \_\_\_\_\_

Beaufort County Business License/Classification: \_\_\_\_\_

Tax Obligation Current: —

Signature of Principal/Date: Chad Hoffman, June 14, 2021

<p align="center"><b>US-278 Flyover Drainage Improvements</b>                      Beaufort County, South Carolina  <b>BID FORM</b></p>							
WBS	DIV SECT	BID ITEM Line Item	QTY	UNIT	UNIT COST	ITEM COST	SUBTOTAL
<b>A. Site Preparation &amp; Earthwork</b>							
A.1	Erosion & Sediment Controls	Silt Fence (double row)	540	LF	\$ 13.89	\$ 7,500	\$ 64,038
		Rip-Rap Channels	85	CY	\$ 594.56	\$ 50,538	
		SCDOT Class 1 Type B Geotextile Fabric	375	SY	\$ 16.00	\$ 6,000	
A.2	Earthwork	Earthwork for installation of Rip Rap Channels and Channel Repair	1	LS		\$ 101,512	\$ 101,512
<b>TOTAL SITE PREPARATION &amp; EARTHWORK</b>							<b>\$ 165,550</b>
<b>B. General Requirements</b>							<b>\$</b>
		Mobilization	1	LS		\$ 35,000	
		Record Drawings & Close-Out	1	LS		\$ 11,050	
		Maintenance of Traffic	1	LS		\$ 13,500	
<b>TOTAL GENERAL REQUIREMENTS</b>							<b>\$ 59,550</b>
<b>TOTAL CONSTRUCTION COST</b>							<b>\$ 225,100</b>
<p>1. Unit prices provided in addition to lump sum costs shall be used for estimation purposes.</p> <p>2. The above unit prices shall include but not limited to all labor, testing, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., and all efforts deemed necessary to complete the proposed improvements shown and described in the construction documents.</p>							

**Small and Minority Business Participation Program Documents Overview\***

<b>PRE-AWARD DOCUMENTS</b>		
<i>Item/Form</i>		<i>Submission Requirements</i>
1	<b>Program Overview</b>	n/a
2	<b>Self-Performance Affidavit</b> Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal <b>only if</b> self-performing 100%.
3	<b>Good Faith Efforts Checklist</b> Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	<b>Due with bid/proposal.</b>
4	<b>Good Faith Agencies Distribution List</b> Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies <b>due with bid/proposal.</b>
5	<b>Outreach Written Notice Example</b> Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses <b>due with bid/proposal.</b>
6	<b>Non-Discrimination Statement – Exhibit 1</b> Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	<b>Due with bid/proposal.</b>
7	<b>Outreach Documentation Log – Exhibit 2</b> Documents solicitation efforts to obtain small and minority business participation for this project.	<b>Due with bid/proposal.</b>
8	<b>Proposed Utilization Plan – Exhibit 3</b> Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	<b>Due with bid/proposal.</b>
<b>POST-AWARD DOCUMENTS</b>		
<i>Item/Form</i>		<i>Submission Requirements</i>
9	<b>Compliance Efforts</b> If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	<b>Monthly Compliance Status Report – Exhibit 4</b> Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

\* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder’s List Questionnaire. For a current list of South Carolina DBE firms, please visit [www.scdot.org](http://www.scdot.org) and go to “Doing Business with SCDOT”, then see “Office of Business Development and Special Programs” and click on “DBE Directory”. Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County’s requirements.

## PROGRAM OVERVIEW

### Introduction

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 a 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 and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

### Definitions

*Small Business* means a for-profit concern, including its affiliates, 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. Beaufort County refers to these businesses as **Small Business Enterprises** or "**SBE**".

*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 Beaufort County Council. *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. Beaufort County refers to minority businesses as **Minority Business Enterprises** or "**MBE**".

**Small and Minority Business Enterprises will be abbreviated as "S/MBE".**

### Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

\* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

**SELF-PERFORMANCE AFFIDAVIT**

*If self-performing 100% sign below and return this page with your bid/proposal.*

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: US-278 Flyover Roadway Drainage Outfall Erosion Improvements  
Bid/Proposal Number: 061421

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 all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

Greener Habitats, Inc.  
Name of Company

Chad Hoffman  
Authorized Representative Name

Chad Hoffman  
Signature

Owner / Operator  
Title

6.14.21  
Date

State of South Carolina County of Lexington

Subscribed and sworn to before me this 14<sup>th</sup> day of June 2021

Notary Public Melanie E. Bookhart My Commission Expires: April 28, 2022

**GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)**

*Pre-award efforts include the following "good faith efforts" for Contractors intending to use subcontractors, or the bid/proposal may be rejected.*

*If using subcontractors, return this page (and required supporting documents) with your bid/proposal.*

- Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- Request a list of potential S/MBEs from the Beaufort County Compliance Office by e-mailing a request to [dthomas@bcgov.net](mailto:dthomas@bcgov.net) and reference the project name and number.
- Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) "good faith agencies":
  - ✓ The written notice should contain the Contractor's name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor's company policy regarding insurance, bonding, and financial requirements, if any.
- Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Submit with the bid/proposal, copies of the written notice sent specifically to the "good faith agencies", along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
  - ✓ Exhibit 1: Non-Discrimination Statement
  - ✓ Exhibit 2: Outreach Documentation Log
  - ✓ Exhibit 3: Proposed Utilization Plan

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**GOOD FAITH AGENCIES DISTRIBUTION LIST**

*Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail, fax, OR e-mail the notice.*

*Submit notice copy with the bid/proposal, copies of the written notices sent to these agencies.*

- Beaufort County Black Chamber of Commerce**  
Attention: Mr. Larry Holman  
Post Office Box 754  
Beaufort, SC 29901  
FAX: (843) 379-8027  
EMAIL: president@bcbcc.org
  
- Beaufort Regional Chamber of Commerce**  
Attention: Ms. Blakely Williams  
Post Office Box 910  
Beaufort, SC 29901  
FAX: (843) 986-5405  
EMAIL: blakely@beaufortsc.org
  
- Hilton Head Island-Bluffton Chamber of Commerce**  
Attention: Ms. Sandy McGuire  
Post Office Box 5647  
Hilton Head Island, SC 29938  
FAX: (843) 785-7110  
EMAIL: smcguire@hiltonheadisland.org
  
- SCDOT Disadvantaged Business Enterprise Program**  
Attention: Mr. Curtis Sims  
955 Park Street  
Columbia, SC 29202  
FAX: (803) 737-2021  
EMAIL: SimsC@scdot.org
  
- Small Business Administration**  
Attention: Mr. John O'Neill  
1835 Assembly Street, Suite 1425  
Columbia, SC 29201  
FAX: (803) 765-5962  
EMAIL: John.Oneill@sba.gov

**EXHIBIT 1  
Non-Discrimination Statement**

The bidder/proposer certifies that:

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

Greener Habitats, Inc.  
Name of Company

Chad Hoffman  
Authorized Representative Name

Chad Hoffman  
Signature

Owner / Operator  
Title

6.14.21  
Date

*Return this page with your bid/proposal*



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

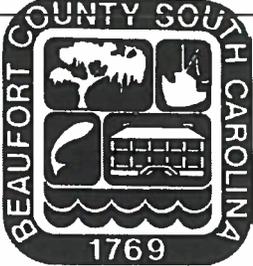
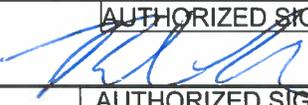
<b>ITEM TITLE:</b>
Recommendation of Award for IFB #051321 – Brewer Memorial Stormwater Improvements (\$371,212.71)
<b>MEETING NAME AND DATE:</b>
County Council – June 28 <sup>th</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
April 13th, 2021 – IFB posted on Vendor Registry June 9th, 2021 – Presented at the Stormwater Utility Board Meeting June 21 <sup>st</sup> , 2021 – Approved at Public Facilities Committee
<b>PROJECT / ITEM NARRATIVE:</b>
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 designed a project to address Stormwater improvements to be built at Brewer Memorial Park, a passive park co-owned by the Beaufort County Open Land Trust. This project will treat previously untreated runoff from the roadway, before discharge to Factory Creek. Beaufort County Stormwater has recommended the contract for construction be awarded to Truluck Construction, Inc. the lowest, most responsible bidder.
<b>FISCAL IMPACT:</b>
Truluck Construction provided a bid of \$337,466.10. With a 10% contingency of \$33,746.61 the total project cost is \$371,466.10. Funding will come from budgeted construction funds out of account 50260017-51160 from the Stormwater Utility Fund that currently has a balance of \$600,000.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the award of IFB #051321– Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of award for IFB#051321 – Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.  Motion to deny recommendation of award for IFB#051321 – Brewer Memorial Stormwater Improvements to Truluck Construction, Inc.  <b>(Next Step – Notify contract recipient)</b>

**THIS IS NOT AN ORDER**

\*VENDOR ORIGINAL  
\*VENDOR COPY

Dates Advertised:

**April 13, 2021**

	<p><b>(IFB)</b></p>	<p>FORMAL SEALED BID (X)      REQUEST FOR QUOTE ( )</p>
		<p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to <a href="http://www.BeaufortCountySC.gov">www.BeaufortCountySC.gov</a> and sign up to submit your bid.</p>
<p>BIDS WILL BE RECEIVED UNTIL 3:00 P.M.</p>		<p>Bid No.</p>
<p>LOCAL TIME ON: <b>May 13, 2021</b></p>		<p>051321</p>
<p><b>BID TITLE: Brewer Memorial Stormwater Improvements</b></p>		
<p>PREBID CONFERENCE: <b>Pre-Bid</b> conference will be held on April 28, 2021 at 2:00 p.m., virtually via Webex Meeting. All interested bidders must attend the meeting. WebEx contact <a href="mailto:dthomas@bcgov.net">dthomas@bcgov.net</a> to sign up.</p>		
<p>David L. Thomas, CPPO Purchasing Director</p>	<p>Mailing Date</p>	<p>SUBMIT QUESTIONS TO: Vendor Registry</p>
<p>VENDOR NAME <i>TRIVICK Construction, Inc.</i></p>	<p>REASON FOR NO BID <i>N/A</i></p>	
<p>VENDOR MAILING ADDRESS <i>1012-A St. Andrews Blvd.</i></p>	<p>Amend Number(s) Received: <i>1</i></p>	
<p>CITY-STATE-ZIP-CODE <i>Charleston, SC 29407</i></p>	<p>S.C. TAX NO. <i>205 21407-0</i></p>	
<p>Telephone Number <i>(843) 766-5571</i></p>	<p>FEDERAL I.D. OR SOCIAL SECURITY NO. <i>46-4690166</i></p>	
<p>Toll-Free Number ( ) <i>N/A</i></p>		
<p>Fax Number <i>(843) 766-5574</i></p>		
<p>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.</p>	<p>AUTHORIZED SIGNATURE (MANUAL)</p> 	
	<p>AUTHORIZED SIGNATURE (TYPE/TITLE)</p> <p><i>Rawlins Lowndes, General Manager</i></p>	
<p>Bid Security is attached (if required) in the amount of: 5% of Bid if over \$30,000.00.</p>		

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

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

\* Bids received after the time specified for opening cannot be considered.

**Brewer Memorial Park - Bid Sheet**

Item 10.

**BID PROVIDED BY: TRULUCK CONSTRUCTION INC.**

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 28,000.00	\$ 28,000.00
2	Testing	1	LS	\$ 2,500.00	\$ 2,500.00
3	Surveying (Stake-Out)	1	LS	\$ 2,000.00	\$ 2,000.00
1	Silt Fence	1,015	LF	\$ 4.00	\$ 4,060.00
2	Rock Construction Entrance	1	EA	\$ 2,850.00	\$ 2,850.00
3	Concrete Washout	1	EA	\$ 200.00	\$ 200.00
4	Inlet Protection	8	EA	\$ 165.00	\$ 1,320.00
5	Temporary Seeding	2,000	SY	\$ 0.35	\$ 700.00
6	Permanent Seeding	1,500	SY	\$ 0.50	\$ 750.00
7	Dust Control	1	LS	\$ 100.00	\$ 100.00
8	Tree Protection	340	LF	\$ 4.00	\$ 1,360.00
9	Armored Turf Stabilization	94	SY	\$ 20.00	\$ 1,880.00
10	Articulated Block Slope Armor	108	SY	\$ 90.00	\$ 9,720.00
11	Concrete Driveway Removal	25	SY	\$ 15.00	\$ 375.00
12	Asphalt Removal	62	SY	\$ 10.00	\$ 620.00
13	Gravel Parking Removal	655	SY	\$ 10.00	\$ 6,550.00
14	Rip Rap & Concrete Scrap Removal	1	LS	\$ 6,500.00	\$ 6,500.00
15	Remove & Abandon Cleanout	1	EA	\$ 500.00	\$ 500.00
16	Existing RCP Removal	17	LF	\$ 20.00	\$ 340.00
17	Remove Bulkhead Piles & Old Retaining Wall	1	LS	\$ 2,000.00	\$ 2,000.00
18	Saw Cut Existing Pavement	32	LF	\$ 1.00	\$ 32.00
1	Strip Topsoil	120	CY	\$ 20.00	\$ 2,400.00
2	Excavation & Offsite Disposal	650	CY	\$ 14.00	\$ 9,100.00
3	Imported Fill	100	CY	\$ 21.00	\$ 2,100.00
4	Bioswale Excavation	1	LS	\$ 4,200.00	\$ 4,200.00
5	Rough Grading	2,500	SY	\$ 5.00	\$ 12,500.00
6	Finish Grading	1,500	SY	\$ 6.00	\$ 9,000.00
7	Wooden Bulkhead	100	LF	\$ 700.00	\$ 70,000.00
8	18" RCP	134	LF	\$ 49.00	\$ 6,566.00
9	6" HDPE	20	LF	\$ 25.00	\$ 500.00
10	6" HDPE, Perforated Under-Drain	110	LF	\$ 22.00	\$ 2,420.00
11	12" HDPE	22	LF	\$ 35.00	\$ 770.00
12	Filtterra Bioscapes Vault	1	EA	\$ 10,775.00	\$ 10,775.00
13	Filtterra Bioscapes Vault and Curb Inlet	1	EA	\$ 11,945.00	\$ 11,945.00
14	Nyoplast Yard Inlet	1	EA	\$ 2,221.00	\$ 2,221.00
15	Connect to Existing Outlet Structure	2	EA	\$ 1,235.00	\$ 2,470.00
16	Concrete Junction Box For Existing Storm Drain	1	EA	\$ 5,925.00	\$ 5,925.00
17	RCP Flared End Section	1	EA	\$ 979.00	\$ 979.00
18	Bioswale Media	115	CY	\$ 35.00	\$ 4,025.00
19	6" Gravel Pavement	318	SY	\$ 22.00	\$ 6,996.00
20	Flush Header Curb	270	LF	\$ 18.90	\$ 5,103.00
21	18" Concrete Curb and Gutter	526	LF	\$ 23.10	\$ 12,150.60
22	8-oz Non-Woven Geotextile Fabric	318	SY	\$ 2.00	\$ 636.00
23	Wheelstops	14	EA	\$ 89.25	\$ 1,249.50
24	Concrete Flume	1	EA	\$ 850.00	\$ 850.00
25	4" Concrete Sidewalk	25	SY	\$ 10.00	\$ 250.00
26	Permeable Concrete Pavement	318	SY	\$ 126.00	\$ 40,068.00
27	Concrete Paving (SCDOT)	46	SY	\$ 85.00	\$ 3,910.00
28	Landscaping and Shorescape Allowance	1	LS	\$ 36,000.00	\$ 36,000.00

**BREWER MEMORIAL PARK - TOTAL**

\$ 3,259 10

IFB # 051321

**BID FORM**

**THIS BID SUBMITTED TO:** Beaufort County Stormwater Department

**TITLE OF WORK:** Brewer Memorial Park Stormwater Improvements

**LOCATION OF WORK:** Beaufort, South Carolina

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 within 200 days** Calendar days.  
by 11/30/21

Bidder acknowledges receipt of the following addenda:  
Addendum 1 - 5/3/21

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5. In accordance with Paragraph 9.3 of the General Provisions, 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%).

6. 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.

7. **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.

8. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSIONAFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

9. **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.

10. **BIDDER** is organized under the laws of the State of South Carolina as a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): Truluck Construction, Inc.

Address: 1012-A St. Andrews Blvd., Charleston, SC 29407

Telephone: 843-766-5571 FAX: 843-766-5574

South Carolina Bidder's License No.: G118545

Licensing Authority: SC Contractor's Licensing Board

11. Communications concerning this Bid should be addressed to the attention of Rawlins Lowndes As follows:

Name: Truluck Construction, Inc.

Address: 1012-A St. Andrews Blvd., Charleston, SC 29407

Telephone: 843-766-5571 FAX: 843-766-5574  
C: 864-680-2107

SIGNED BY:



Signature

Rawlins Lowndes

Name Printed

Title: General Manager

Date: 5-13-2021

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.

 (Initial)

**BID BOND**

(Five Percent [5%] of Bid)



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and the officers of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

Truluck Construction, Inc.  
Principal

By: Chas E. J. [Signature]  
president (SEAL)



Surety: Merchants National Bonding, Inc.

By: [Signature]  
South Carolina Representative

Raymond E. Cobb, Jr., Attorney-in-Fact

IFB # 051321

**CONSENT OF SURETY**

**OWNER:** Beaufort County Stormwater Department

**TITLE OF WORK:** Brewer Memorial Park Stormwater Improvements  
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 13th day of May, 2021.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

Merchants National Bonding, Inc.

(Surety Company)

BY:   
Raymond J. Cobb, Jr.  
(Surety Company, Attorney-In-Fact)

Attest:   
Edith P. Forsberg

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



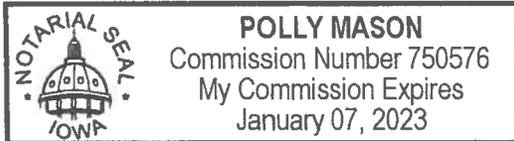
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2021.



*William Warner Jr.*  
Secretary

IFB # 051321

**CERTIFICATION BY CONTRACTOR**

Regarding

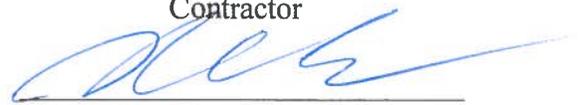
**NON-SEGREGATED FACILITIES**

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.

Truluck Construction, Inc.

Contractor



(Signature)

Rawlins Lowndes, General Manager

Name and Title of Signer

5-13-21

Date

IFB # 051321

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of South Carolina )

County of Charleston ) ss.

Rawlins Lowndes Being first duly sworn,  
deposes and says that:

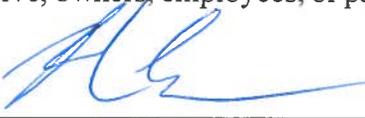
He is General Manager (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(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.

Rawlins Lowndes  Name

General Manager Title

Subscribed and sworn to before me this  
13<sup>th</sup> Day of May, 2021.

Tina B. Richburg (SEAL)

Notary For SC Title

My commission expires: 6-28-23



IFB # 051321

**CONTRACTOR'S QUALIFICATION STATEMENT**

**CERTIFICATION:** The following is a statement of fact.

	Rawlins Lowndes	5-13-21
Signature	Typed Name and Title	Date

**A. GENERAL**

- A.1 Submit to: Beaufort County
- A.2 Name of Project (if applicable): [Project Title] Brewer Memorial Park Stormwater Improvements  
 [Project Location] Brewer Memorial Park - 47 Sea Island Parkway, Lady's Island
- A.3 Contractor:
- A.4 Name: Truluck Construction, Inc.  
 Mailing Address: PO Box 32219, Charleston, SC 29417  
 Street Address: 1012-A St. Andrews Blvd., Charleston, SC 29407  
 Telephone Number (including area code): 843-766-5571  
 Facsimile Number (including area code): 843-766-5574  
 Contact Person: Rawlins Lowndes  
 Contact Person's Telephone Number: 864-680-2107  
 South Carolina Contractor's License Number: G 118545

**B. BUSINESS ORGANIZATION**

- B.1 Check type of business organization:  
 Corporation  Individual  Partnership   
 (Name of Partners) \_\_\_\_\_  
 Joint Venture  Other
- B.2 If a corporation: \_\_\_\_\_  
 State of Incorporation: South Carolina  
 If not incorporated in South Carolina, State Corporation Commission Registration Number: \_\_\_\_\_  
 Date of Incorporation: 10-1-2013  
 Federal I.D. Number: 46-4690166

Name	Address	Phone No.	Yrs. in Position
<u>Officers:</u>			
President: Charles E. Truluck, Jr.	1012-A St. Andrews Blvd. Charleston, SC 29407	843-766-5571	8
Vice President(s): Charles E. Truluck, Jr.			8
Secretary: Charles E. Truluck, Jr.			8
Treasurer: Charles E. Truluck, Jr.			8

Are you a Subchapter S Corporation: Yes  No

Name	Address	Phone No.
Subchapter S Shareholders: Charles E. Truluck, Jr.	1012-A St. Andrews Blvd., Charleston, SC 29407	843-766-5571

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.

Truluck Construction Co. - 1014 St. Andrews Blvd., Charleston SC 29407  
\_\_\_\_\_  
(Ownership transfer to next generation)  
\_\_\_\_\_

Number of years in business under each name:  
85  
\_\_\_\_\_

Contractor's license number in each state in which a business was operated.  
G 11914  
\_\_\_\_\_

**C. BONDING**

C.1 Bonding Agent:  
Wayne McCartha  
\_\_\_\_\_

Name: McCartha Cobb & Associates  
\_\_\_\_\_

Address: 1407 Calhoun St., Columbia, SC 29201  
\_\_\_\_\_

Telephone Number (including area  
code): 803-799-3474  
\_\_\_\_\_

Contact Person: Wayne McCartha/Kathryn McCartha  
\_\_\_\_\_

C.2 Bonding Company: Merchants National Bonding, Inc.  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: PO Box 14498, Des Moines, Iowa 50306-3498  
\_\_\_\_\_

Telephone Number (including areacode): 800-678-8171  
\_\_\_\_\_

Contact Person:  N/A

Best's Key Rating of bonding company:  A (Excellent)

C.3 Number of years this bonding company has acted as surety for you:  
 6+ years

C.4 Bonding Capacity: Maximum single job size:  \$5 million   
Total bonding limit:  \$25 million

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.

2020: .76      2019: .76      2018: .76

\_\_\_\_\_

**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:	Will Connor, PE Kiawah Island Community Assoc. 23 Beachwalker Dr., Kiawah Island 843-768-2315; william.connor@kica.us	Danny Forsberg, PE Forsberg Engineering & Surveying 1587 Savannah Hwy #B 843-571-2622
-----------------------	--	--

Major Subcontractors:

Charles Rooke, B+C Land Development 3785 Old Charleston Hwy, Johns Island 843-766-8109	Jason Lott, Sanders Brothers 1990 Harley Street, Charleston, SC 843-744-4261
--	--

Financial Institutions:

Wells Fargo - Banking 177 Meeting St. Daniel Zuar - 843-727-1048	Pinnacle Financial Partners 530 Johnnie Dodds Blvd. Jeff Odom - 843-884-0504
--	--

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:**

Company Name: Truluck Construction, 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: \_\_\_\_\_

SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required for:

Project Name: Brewer Memorial Stormwater Improvements

Bid/Proposal Number: 051321

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 all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

Truluck Construction, Inc.
Name of Company

Rawlins Lowndes
Authorized Representative Name

[Handwritten Signature]
Signature

General Manager
Title

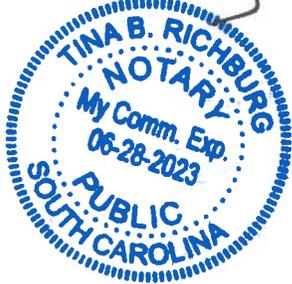
5-13-21
Date

Date

State of SOUTH CAROLINA County of CHARLESTON

Subscribed and sworn to before me this 13th day of May 2021

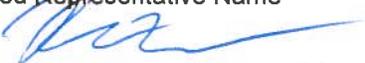
Notary Public Tina B. Richburg My Commission Expires: 6-28-23



**EXHIBIT 1  
Non-Discrimination Statement**

The bidder/proposer certifies that:

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

Truluck Construction, Inc.  
 \_\_\_\_\_  
 Name of Company  
 Rawlins Lowndes  
 \_\_\_\_\_  
 Authorized Representative Name  
  
 \_\_\_\_\_  
 Signature  
 General Manager  
 \_\_\_\_\_  
 Title  
 5-13-21  
 \_\_\_\_\_  
 Date

***Return this page with your bid/proposal***

**PRELIMINARY BID TABULATION**  
PURCHASING DEPARTMENT



<b>Project Name:</b>	Brewer Memorial Park Stormwater Improvements
<b>Project Number:</b>	IFB 051321
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	12-May-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	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	TOTAL COST
Gulf Stream Construction	X	X	X	X		X	\$ 472,300.33
Oquinn Marine Construction Inc.	X	X	X	X	X	X	\$ 586,798.00
Truluck Construction	X	X	X	X	Self Performing	X	\$ 337,466.10

*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

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

**ACADEMY PARK SITE  
ROCK SPRINGS CREEK  
WATERSHED PROJECT  
PHASE I**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of October, 2017, by and between Academy Park, LLC or its assigns, (“Developer”) and the County of Beaufort, South Carolina, a body politic and political subdivision of the State of South Carolina (“County.”); and

WHEREAS, the County intends to develop a regional best management practice (stormwater retention pond) on Developer’s property identified as the Rock Springs Creek Watershed Project Phase I (Factory Creek M2) or “Project”; and

WHEREAS, the County has previously conducted extensive studies and evaluations to develop the Stormwater 2006 Management Plan; and

WHEREAS, the 2006 Stormwater Management Plan identifies certain projects including this Project, which were further evaluated in the 2011 Regional Retrofit study; and

WHEREAS, the Project will require County to spend substantial sums of money purchasing land or acquiring easements necessary and to construct and operate a regional stormwater basin; and

WHEREAS, Developer owns 1 parcel of land (R200-015-000-0558-0000), and has an option to purchase additional lands (R200-015-000-0559-0000 and R200-015-000-0560-0000) (collectively “Academy Park Site”) all of which when, taken together, constitute approximately 3.4 acres of land upon which he is willing to construct a pond for use as a stormwater retention pond and which, if appropriate for such use, will result in substantial savings to County in terms of the cost associated with acquiring land or easements necessary to construct Project; and

WHEREAS, the County has conducted a Feasibility study December 14, 2015 to evaluate the Project for the Academy Park Site, and

WHEREAS, the feasibility study yielded favorable results; and

WHEREAS, this agreement desires to enter into a Public – Private Partnership (“P3”) to serve as a contract with Developer for Project that includes the design, permitting, construction, and transfer of ownership of the Academy Park Site.

NOW, THEREFORE, for and in consideration of the foregoing recitals, mutual promises, condition and covenants herein set forth, Developer and County hereby agree as follows:

1. Developer shall provide proof of ownership Academy Park Site.
2. County will retain a Consultant selected from an existing County ID/IQ contract or the County's pre-approved list who will prepare a final design of an approximately 3.4 acre regional stormwater basin. A Sole Source Contractor may be utilized due to existing relationship with the Developer for the Academy Park proposed development. The design shall meet the standards of the County's Best Management Practices Manual, current edition.
3. County shall pay all fees and costs associated with the design necessary to complete the Project.
4. Prior to undertaking any removal of soil or other materials from the Academy Park site, the Developer shall first obtain all necessary permits from all applicable regulatory bodies including, but not necessarily limited to United States Army Corp. of Engineers (USACE), South Carolina Office for Coastal Resource Management (OCRM), South Carolina Department of Health and Environmental Control (DHEC) and Beaufort County Planning and Zoning Department Staff Review Team (SRT).
  - a. Developer shall pay all permitting fees.
  - b. Developer shall pay all wetland mitigation fees and costs.
  - c. Developer shall pay all review/application fees.
  - d. County and Developer shall share the cost of tree mitigation equally.

Alternatively, if the Developer desires to undertake the removal of soil or other materials from the site prior to obtaining all required, Federal, state and local permits, Developer may post a surety bond in an amount which shall be determined by the County to be sufficient to restore the property to a legally conforming condition. Such bond shall be provided for the benefit of the County and shall be updated as necessary to ensure that it reflects all necessary costs that may be incurred in rendering the property to a legally conforming condition.

5. Once all the permitting requirements are complete, developer will begin construction of the regional stormwater facility.
6. Developer shall be responsible for all construction costs associated with Project.
7. Developer shall complete the Project within twenty four (24) months of receipt of all permits. If the Project has not been completed within this period of time, the Developer may request a reasonable extension from the County which will not be unreasonably withheld. The parties agree to conduct monthly meetings to discuss the status of the project. Should it be determined that the Developer cannot complete the project within the twenty four (24) month construction period (or any

extended period of time as may be granted), the Developer hereby agrees to provide County title to the property for the consideration set forth in paragraph 9 below and County will take over the Project to be completed at its own expense and at its own convenience.

8. If it is determined by the County that the actions of the Developer have, will, or may cause any damage to any County owned or maintained infrastructure, including, but not limited to County owned or maintained roadways, rights of way, drainage ditches or other such infrastructure in any form, the Developer may be required to post a surety bond in the amount of anticipated repairs costs or may relieve themselves of such obligation by causing all required repairs to be completed within thirty (30) days of receiving any such notice from the County.
9. Upon completion of construction by Developer, County shall purchase Academy Park Site for the sum of one (\$1.00) Dollar.
10. The County will thereafter own and operate the Project at its own expense and in accordance with County's Best Management Practices Manual, current edition.

Parties agree this Agreement represents the entire agreement between the parties and that it is for the sole benefit of the Parties hereto and not for the benefit of any third party who is not a signature party hereto. No party, other than the Parties hereto, have any enforceable rights hereunder or any claim for damages as a result of any alleged breach hereof.

This Agreement shall be governed by the laws of South Carolina with venue in the County of Beaufort.

IN WITNESS WHEREOF, the parties have set their hands.

**WITNESSES:**

Cheryl Harris  
Kelly Koth Larsen

**BEAUFORT COUNTY**, a political sub-division of the State of South Carolina

By: [Signature]  
Name: Joshua Gruber  
Title: Interim County Administrator  
Address: P.O. Drawer 1228  
Beaufort, SC 29901-1228  
Phone: (843) 255-2026  
Fax: (843) 255-9403  
Date: 10-18-17

**WITNESSES:**

Patricia Z. Wilson  
Camp G. Wallace

**Academy Park, LLC**

By: [Signature]  
Name: Robert Sample  
Title: \_\_\_\_\_  
Address: PO Box 2238  
Beaufort, SC 29902  
Phone: (843) 476-9639  
Fax: \_\_\_\_\_  
Date: 10-18-17



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Land Acquisition – Factory Creek M2 Project – Parcel #R200 015 000 0559 0000 (\$1.00)
<b>MEETING NAME AND DATE:</b>
County Council – June 28 <sup>th</sup> , 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, ACE – Engineering Neil Desai, P.E - Public Works Director ( <i>Alternate</i> ) (5 min)
<b>ITEM BACKGROUND:</b>
October 18 <sup>th</sup> , 2017 – Agreement between County and Developer signed March 23, 2018 – All permits for construction obtained February 2 <sup>nd</sup> , 2020 – Executed 1 year extension request between Developer and County March 23 <sup>rd</sup> , 2021 – Developer completed all necessary contract requirements June 9 <sup>th</sup> , 2021 – Presented at the Stormwater Utility Board Meeting June 21 <sup>st</sup> – Approved at Public Facilities Committee
<b>PROJECT / ITEM NARRATIVE:</b>
The County entered into a Public – Private partnership with the Developer of Academy Estates to design and build a regional Stormwater pond for water quality and water quantity control. After development of the pond, the County is to purchase the property for the sum of \$1.00 from the developer, and the County will take over the ownership and maintenance of the pond. The Contract was extended for one year at the request of the developer from completion on 3/32/2020 to 3/23/2021. All development has been completed and the developer has met all requirements of the agreement dated 10/18/2017.
<b>FISCAL IMPACT:</b>
The County agreed to purchase parcel # R200 015 000 0559 0000 for \$1.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends the purchase of parcel # R200 015 000 0559 0000 for \$1.00 from Academy Park LLC
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve recommendation of land acquisition from Academy Estates LLC for \$1.00. Motion to deny recommendation of land acquisition from Academy Estates LLC for \$1.00. <i>(Next Step – Upon approval, send to County Administrator for execution of purchase)</i>

**RESOLUTION 2021/\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE PROPERTY**

**WHEREAS**, Beaufort County Stormwater entered into an agreement with Academy Park, LLC or its assigns, (“Developer”) on October 18<sup>th</sup>, 2017; and

**WHEREAS**, the County developed a regional best management practice (Stormwater retention pond) on Developer’s property identified as the Rock Springs Creek Watershed Project Phase I (Factory Creek M2) or “Project”; and

**WHEREAS**, the Developer completed all requirements of the Agreement; and

**WHEREAS**, the Seller intends to sell the County the Property, for a purchase price of \$1.00 as determined by the 2017 agreement, and

**WHEREAS**, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents and provide funding for the purchase the Property.

**NOW, THEREFORE, BE IT RESOLVED** that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents, specifically a Purchase Agreement substantially consistent with the terms provided in Exhibit B, and to provide funds from the Stormwater Utility Fund in the amount of \$1.00 for the purchase of real property with a TMS# R200 0015 000 0559 0000.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_

Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_

Sarah W. Brock, Clerk to Council

Date: 01/23/2020

To: Beaufort County Public Works

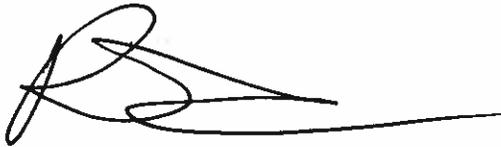
Attn: Dan Rybak

Re: Academy Park Storm Water Pond

I, Robert Sample, owner of the Academy Storm Water Pond Parcel, am requesting an extension of time to complete the storm water management pond that is located on Lady's Island. To prevent mass confusion and chaos in the neighborhood my contractor has utilized this borrowed material for his company and has not opened the material for sale to the public. With that being said, they have not acquired projects that have afforded them to utilize all the material. The site has been kept very clean and has met all BMP requirements to ensure no negative impacts to the area. They have several projects that they are pursuing, including the county dirt road project, which will utilize the remaining material in the next 12 months. I request an extension until March 23, 2021.

Finally, I have confirmed that there are no impacts or required extensions of existing permits for the pond work that is currently under construction.

Thank you for your consideration.

A handwritten signature in black ink, appearing to be 'R Sample', with a long horizontal line extending to the right.

Robert Sample  
Property Owner  
Academy Park, LLC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AGREEMENT TO SELL AND  
PURCHASE REAL PROPERTY**

**THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 ("Effective Date"), by and between **BEAUFORT COUNTY**, a subdivision of the State of South Carolina (the "Purchaser") and Academy Park LLC (the "Seller"); hereinafter collectively referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain real property located in Seabrook, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said real property.

**NOW THEREFORE**, in consideration of the real property and of the mutual promises and covenants herein contained the Parties agree as follows:

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase the real property with the address of **29 Fairfield Road**, also currently identified as **TMS R200 015 000 0559 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Property").

2. **Consideration / Purchase Price.** The purchase price of the Property shall be One and XX/100 (\$1.00) Dollars and for other valuable consideration as described in this Agreement ("Purchase Price").

4. **Conveyance and Due Diligence Period.** The Purchaser shall perform all due diligence on the Property no later than thirty (30) days from the Effective Date. The Purchaser shall be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Property. Title to the Property shall be conveyed to the Purchaser by limited warranty deed. Seller agrees to convey marketable title, free and clear of all liens and encumbrances.

Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

b) Property Sold “As Is”. Purchaser acknowledges that the Property is being sold “as is”, and that Seller has the opportunity to perform a full examination of the Property prior to the Closing Date. The Purchaser shall not make any request to perform any tasks on the property, including but not limited to, removing vegetation or clearing the Property of any timber.

c) Inspection. Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, and survey. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing**. The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys the Property to Purchaser.

a) Closing Date. The Closing shall occur on or before \_\_\_\_\_, 2021 (“Closing Date”) at the offices of Purchaser’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any and all years prior to 2021 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

c) Roll-back Taxes. Should any roll-back taxes become due after the Closing Date, Purchaser shall be responsible for the immediate payment of all rollback taxes assessed from the Closing date forward.

8. **Brokerage Fees**. Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser shall be responsible for any real estate commissions owed for real estate services provided to Purchaser. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **Seller's Delivery of Documentation**. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Limited Warranty Deed. A limited warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

10. **Conditions Precedent**. Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller’s representation that as of the Closing Date the warranties and representations of Seller shall be true

and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

11. **Default.** If Buyer or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller’s obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER:                    Beaufort County  
    Post Office Box 1228  
    Beaufort, SC 29901  
    Attn: County Administrator

Copy to:                            Beaufort County  
    Post Office Box 1228  
    Beaufort, SC 29901  
    Attn: Brittany Ward , Beaufort County Deputy Attorney  
    E-mail: bward@bcgov.net  
    (843) 255-2059

TO SELLER:                        Academy Park LLC  
    Post Office Box 2238  
    Beaufort, SC 29901  
    Attn: Robert Sample  
    Email: robesample@gmail.com

14. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to immediately terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

15. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

16. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No

prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

18. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

20. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

21. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

22. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement.

23. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

**IN WITNESS WHEREOF**, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
By: Robert Sample  
Its: Owner

WITNESSES:

\_\_\_\_\_

PURCHASER:

\_\_\_\_\_  
Name: Eric Greenway  
Its: Beaufort County Administrator

Exhibit "A"

**PROPERTY DESCRIPTION**

LOT 26 ACADEMY ESTATES PB152 PG103 FKA LOT 8 ACADEMY ESTATES S/D~ SPLIT PARCEL 8 /19 AC  
4.759 15/1120-1133LOT 8 ACADEMY ESTATES S/D



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Addresses

Search by Street

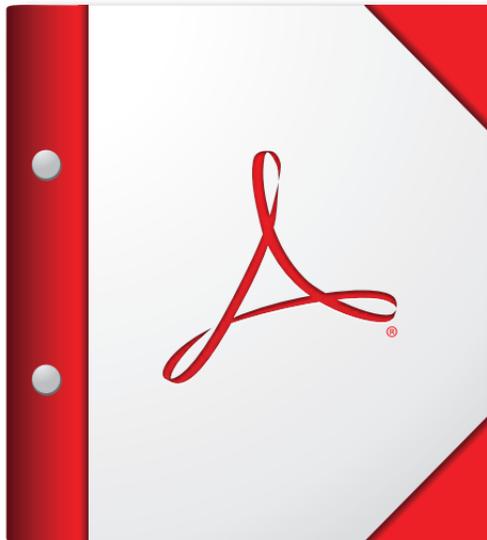
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**PIN:** R200 015 000 0559 0000

AIN: 266367  
Status: A  
TAG: 200  
Legres:  
Area Code: 263  
Area Name: ACADEMY ESTATES  
Class Code: 1,025,000 / ResVac  
Platted&Unplatted  
Book: 3792  
Page: 872  
Comments: PB152 PG103.  
Legal Desc: LOT 26 ACADEMY ESTATES  
PB152 PG103 FKA LOT 8 ACADEMY  
ESTATES S/D- SPLIT PARCEL 8 /19 AC 4.759  
15/1120-1133LOT 8 ACADEMY ESTATES  
S/D

**Address Information:**  
Situs: 29 FAIRFIELD RD  
Owner Name: ACADEMY PARK II C.  
[Zoom to](#)



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Acrobat X or Adobe Reader X, or later.**

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Beaufort County, South Carolina  
**DEVELOPMENT PERMIT**  
 Community Development Administration

Item 11.

<b>Application Number</b>	21249
<b>Permit Number</b>	D-5436
<b>Issue Date</b>	03/23/2018

## DEVELOPMENT PERMIT

PIN	Street Address	District
R200 015 000 0558 0000	5 ALUMNI ROAD	LADY'S ISLAND

Development Name	Zoning District
BFT CO - FACTORY CREEK CAPITAL IMPROVEMENT PROJECT	LI COMMUNITY PRESERVATION
Lot Acreage	Development Type
2.69	INFRASTRUCTURE (STORMWATER)

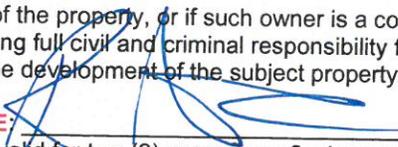
**THIS PERMIT CERTIFIES THAT THE ABOVE NAMED DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE**

**Conditions:**

1. THE STAFF REVIEW TEAM GRANTED APPROVAL ON MARCH 14, 2018 ALONG WITH THE ACADEMY PARK SUBDIVISION.
2. APPLICANT SHALL ADHERE TO ALL CONDITIONS LISTED ON SAID PERMIT.

Approved By: 

Date: 03/23/2018

1. All tree aeration systems, natural resource, archeological, tree protection barriers, and silt fencing must be constructed prior to any other site work approved under the development permit. Upon completion, the applicant must request an inspection by the County prior to receiving an authorization to proceed with other construction activities.
  2. Subdivision approvals are for construction of infrastructure ONLY unless infrastructure bonding has been posted and accepted.
  3. Subdivision plats shall not be recorded and sale of lots is not permitted until Final Approval is affixed and certified on the final subdivision plat and the plat is duly recorded by the Registrar of Deeds.
  4. Certificate of Occupancy shall not be issued until a Final Certificate of Compliance has been granted. Neither the developer nor agents shall receive a final certificate of compliance inspection until all site work has been completed.
  5. A landscape survival bond is required prior to issuance of a Final Certificate of Compliance for all landscape materials planted or relocated on site.
  6. Subdivision infrastructure bonding is for one (1) year. In order to obtain a release of bond, all infrastructures must be completed and a Final Certificate of Compliance issued.
  7. All bonding shall be in the form of cash, certified check, Irrevocable Bank Letter of Credit, Surety Bond as approved by the County.
  8. Any deviations from the approved development plans must be approved by the Staff Review Team.
  9. The owner of the property, or if such owner is a corporate entity, an office of the corporation, shall sign a document provided by the SRT accepting full civil and criminal responsibility for any violations of the Beaufort County's Code of Ordinances arising out of or relating to the development of the subject property during the pendency of the development permit.
- SIGNATURE:**  **PRINT:** Robert Sample **DATE:** 3/28/18
10. Permits are valid for two (2) years upon final approval of a development plan or plat. An applicant shall have two (2) years from final approval to obtain a Final Certificate of Compliance. A permit may receive five (5) one-year extensions for good cause upon written request by the landowner no later than one (1) month prior to expiration unless an amendment to the Community Development Code has been adopted that prohibits approval.



Beaufort County, South Carolina  
**DEVELOPMENT PERMIT**  
 Community Development Administration

Application Number	Item 11.
	20513
Permit Number	
	D-5437
Issue Date	
	03/26/2018

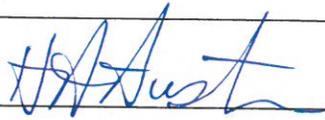
## DEVELOPMENT PERMIT

PIN	Street Address	District
R200 015 000 0559 0000	29 FAIRFIELD ROAD	LADY'S ISLAND

Development Name	Zoning District
ACADEMY PARK SUBDIVISION	LI COMMUNITY PRESERVATION
Lot Acreage	Development Type
12.70	RESIDENTIAL SUBDIVISION

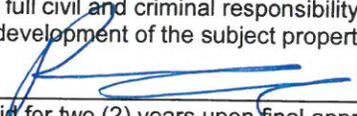
**THIS PERMIT CERTIFIES THAT THE ABOVE NAMED DEVELOPMENT HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE**

Conditions:
<p>1. THE STAFF REVIEW TEAM GRANTED APPROVAL ON MARCH 14, 2018.</p> <p>2. APPLICANT SHALL ADHERE TO ALL CONDITIONS LISTED ON SAID PERMIT.</p>

Approved By: 

Date: 03/26/2018

1. All tree aeration systems, natural resource, archeological, tree protection barriers, and silt fencing must be constructed prior to any other site work approved under the development permit. Upon completion, the applicant must request an inspection by the County prior to receiving an authorization to proceed with other construction activities.
2. Subdivision approvals are for construction of infrastructure ONLY unless infrastructure bonding has been posted and accepted.
3. Subdivision plats shall not be recorded and sale of lots is not permitted until Final Approval is affixed and certified on the final subdivision plat and the plat is duly recorded by the Registrar of Deeds.
4. Certificate of Occupancy shall not be issued until a Final Certificate of Compliance has been granted. Neither the developer nor agents shall receive a final certificate of compliance inspection until all site work has been completed.
5. A landscape survival bond is required prior to issuance of a Final Certificate of Compliance for all landscape materials planted or relocated on site.
6. Subdivision infrastructure bonding is for one (1) year. In order to obtain a release of bond, all infrastructures must be completed and a Final Certificate of Compliance issued.
7. All bonding shall be in the form of cash, certified check, Irrevocable Bank Letter of Credit, Surety Bond as approved by the County.
8. Any deviations from the approved development plans must be approved by the Staff Review Team.
9. The owner of the property, or if such owner is a corporate entity, an office of the corporation, shall sign a document provided by the SRT accepting full civil and criminal responsibility for any violations of the Beaufort County's Code of Ordinances arising out of or relating to the development of the subject property during the pendency of the development permit.

**SIGNATURE:**  **PRINT:** Robert Sample **DATE:** 3/28/18

10. Permits are valid for two (2) years upon final approval of a development plan or plat. An applicant shall have two (2) years from final approval to obtain a Final Certificate of Compliance. A permit may receive five (5) one-year extensions for good cause upon written request by the landowner no later than one (1) month prior to expiration unless an amendment to the Community Development Code has been adopted that prohibits approval.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Recommendation of award for IFB #052721 S. O. Administration Building HVAC Replacement at 1501 Bay Street (\$983,059.00)
<b>MEETING NAME AND DATE:</b>
County Council – June 28, 2021
<b>PRESENTER INFORMATION:</b>
Jared Fralix, Assistant County Administrator, Engineering Mark Roseneau, Director, Facility Management (Alternate) (5 minutes)
<b>ITEM BACKGROUND:</b>
The project consist of replacing the existing HVAC and energy management system at the Sheriff's Administration Building at 1501 Bay Street. <b><i>Item was approved at Public Facilities Committee on June 21, 2021</i></b>
<b>PROJECT / ITEM NARRATIVE:</b>
On April 29, 2021, a solicitation was published for the HVAC Replacement at the Sheriff's Office 1501 Bay Street. Two bids were received; <ol style="list-style-type: none"><li>1. Coastal Air Technologies \$950,000.00</li><li>2. Triad Mechanical Contractors \$983,059.00</li></ol> Coastal Air Technologies bid was non-responsive to the SMBE requirements therefore the bid was rejected. The next qualified and responsive bid is Triad Mechanical Contractors. See the attached SMBE summary.
<b>FISCAL IMPACT:</b>
Triad Mechanical's bid is a total of \$983,059 to complete the project. The funding source for this project is account numbers 10001201-54420.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends award of IFB #052721 S. O. Administration Building HVAC Replacement at 1501 Bay Street to Triad Mechanical Contractors (\$983,059.00)
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to approve/deny recommendation of award of IFB #052721 S.O. Administration HVAC Replacement to Triad Mechanical Contactors. <b><i>Next Step: Execute contract with Triad Mechanical Contractors.</i></b>

# PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT



<b>Project Name:</b>	S.O. Administration Building HVAC Replacement at 1501 Bay Street
<b>Project Number:</b>	IFB 052721
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	27-May-21
<b>Time:</b>	3:00:00 PM
<b>Location:</b>	Beaufort County
<b>Bid Administrator:</b>	Dave Thomas
<b>Bid Recorder:</b>	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	ALT
Coastal Air Technologies	X	X	N/A	X	Self Performing	X	\$ 950,000.00	\$ 6,600.00
Triad Mechanical Contractors	X	X	N/A	X	X	X	\$ 983,059.00	\$ 11,000.00

*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.*

*David Thomas*  
 Bid Administrator Signature

*Victoria Moyer*  
 Bid Recorder



### Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Beaufort County Government Sheriff's Office Building HVAC Replacement (IFB #052721)

Prime Bidder/Proposer		Coastal Air Tech
1.	Included Completed Good Faith Efforts Checklist Form	0
2.	Included Copy of Written Notice to SMBE	0
3.	Provided Proof of Sending Written Notice to SMBE	0
4.	Sent Bid Notice to SMBE 10 Days in Advance	0
5.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
6.	Included Completed Outreach Documentation Log (Exhibit 2)	0
7.	Included Completed Proposed Utilization Plan (Exhibit 3)	0
<b>Total</b>		<b>1</b>

Total of 7 Possible Points

Scoring:

0 = No | 1 = Yes



### Small and Minority Business Participation Bid Compliance Review of Good Faith Efforts

Beaufort County Government Sheriff's Office Building HVAC Replacement (IFB #052721)

Prime Bidder/Proposer		Triad Mech Cont.
1.	Included Completed Good Faith Efforts Checklist Form	1
2.	Included Copy of Written Notice to SMBE	1
3.	Provided Proof of Sending Written Notice to SMBE	1
4.	Sent Bid Notice to SMBE 10 Days in Advance	1
5.	Signed Non-Discrimination Statement Form (Exhibit 1)	1
6.	Included Completed Outreach Documentation Log (Exhibit 2)	1
7.	Included Completed Proposed Utilization Plan (Exhibit 3)	1
<b>Total</b>		<b>7</b>

Total of 7 Possible Points

Scoring:

0 = No | 1 = Yes