



Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, June 26, 2023
3:00 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN
PAULA BROWN
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
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- March 27, 2023
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

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

AGENDA ITEMS

- [7.](#) RECOMMEND APPROVAL OF AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO
- [8.](#) RECOMMEND APPROVAL OF AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE REGARDING A ROAD USE FEE
- [9.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE DEMOLITION OF STRUCTURES AND FUNDING FOR DEMOLITION OF STRUCTURES ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET

- [10.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE MUTUAL AID AGREEMENTS REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY, WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, LEXINGTON COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY.
- [11.](#) RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO W.M. ROEBUCK, INC. FOR THE CONSTRUCTION OF A TEMPORARY WOOD POLE TRAFFIC SIGNAL AT THE INTERSECTION OF US 278 AND CROSSTREE DRIVE/GATEWAY DRIVE (WINDMILL HARBOUR) USING SCDOT'S STATEWIDE CONTRACT (**FISCAL IMPACT: \$500,000.00**)
- [12.](#) RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO W.M. ROEBUCK, INC. FOR IFB #053123 CONSTRUCTION OF MAST ARM INTERSECTION AT BLUFFTON PARKWAY, FLAY CREEK DR, AND RIVER RIDGE DR (**FISCAL IMPACT: \$384,984.60**)
- [13.](#) RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES FOR A CONTRACT AWARD TO APAC ATLANTIC FOR IFB #062323 SC 170 NEAR-TERM IMPROVEMENTS FOR THE CONSTRUCTION OF CAPACITY AND SAFETY IMPROVEMENTS FROM OKATIE CENTER SOUTH TO SC 462 (**FISCAL IMPACT: \$8,111,030.29**)
- [14.](#) RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR-TERM IMPROVEMENTS PROJECT IN THE COUNTY
- [15.](#) RECOMMEND APPROVAL OF A REQUEST FOR PRIVATE ROAD ACCEPTANCE OF MASTER'S WAY
- [16.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 050923 DISPOSAL AND RECYCLING SERVICES FOR CONSTRUCTION AND DEMOLITION DEBRIS AND BULKY WASTE FOR BEAUFORT COUNTY TO WASTE MANAGEMENT(**FISCAL IMPACT: \$250,000**)
- [17.](#) RECOMMEND APPROVAL OF CONTRACT AWARDS FOR RFP 051023 (YARD WASTE RECYCLING) TO BE DIVIDED BETWEEN GREEN RECYCLE RESOURCES AND OLIVER'S CLEAN BURN (**FISCAL IMPACT: COMBINED TOTAL OF \$185,000**)
- [18.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 030723 DEBRIS MANAGEMENT CONTRACTING SERVICES TO CERES AS PRIMARY AND CROWDER GULF AS SECONDARY CONTRACTOR
- [19.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD FOR RFP 030823 DEBRIS MANAGEMENT MONITORING SERVICES TO TETRA TECH
- [20.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO BEAUFORT CONSTRUCTION OF SC, LLC TO CONSTRUCT A WAREHOUSE EXPANSION OF THE VOTERS REGISTRATION BUILDING ON 15 JOHN GALT ROAD (**FISCAL IMPACT: \$358,000.00 plus \$35,800.00 contingency for the construction of the warehouse expansion**)
- [21.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO C.E. BOURNE & CO., INC. FOR CONSTRUCTION SERVICES TO RENOVATE THE INTERIOR AND INSTALL A NEW HVAC SYSTEM IN THE MC RILEY POOL IN BLUFFTON (**FISCAL IMPACT: \$1,950,200 plus \$195,000.00 contingency for the construction of the MC Riley Pool Phase II renovations**)
- [22.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO TITAN CONSTRUCTION MANAGEMENT FOR CONSTRUCTION SERVICES TO CONSTRUCT PHASE 1 REPAIRS TO THE SPANISH MOSS TRAIL BRIDGE NEAR

THE TECHNICAL COLLEGE OF THE LOWCOUNTRY ON BATTERY CREEK (**FISCAL IMPACT:** \$172,000.00 plus \$17,200.00 contingency for the construction of Phase 1)

- [23.](#) RECOMMEND APPROVAL OF A CONTRACT AWARD TO LGC GLOBAL FACILITY MANAGEMENT FOR THE JANITORIAL SERVICES FOR BEAUFORT COUNTY RFP 040623 (**FISCAL IMPACT:** \$809,356.96)
- [24.](#) RECOMMEND APPROVAL OF AWARD FOR IFB #051223 TO COASTAL AIR TECHNOLOGIES FOR HVAC REPLACEMENT AT THE BEAUFORT COUNTY COURTHOUSE. (**FISCAL IMPACT:** \$1,484,536.00)
- 25. ADJOURNMENT

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, March 27, 2023
3:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/222818>

1. CALL TO ORDER

Committee Chairman Cunningham called the meeting to order at 3:00 PM.

PRESENT

Chairman Logan Cunningham
Vice-Chairman David P. Bartholomew
Council Member Thomas Reitz
Council Member Paula Brown
Council Member Anna Maria Tabernik
Ex-Officio Joseph F. Passiment
Council Member Mark Lawson (arrived at 3:20 PM)
Council Member York Glover
Council Member Alice Howard
Council Member Gerald Dawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chairman Cunningham led the Pledge of Allegiance.

3. FOIA

Committee Chairman Cunningham noted that public notification of this meeting had 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 Passiment, seconded by Council Member Tabernik, to approve the agenda.

The Vote - The motion was approved without objection.

5. CITIZEN COMMENTS

No citizen comments.

6. UPDATE ON AIRPORT TERMINAL IMPROVEMENT

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/222818?ts=102>

Airports Director Jon Rembold updated the Committee on phase one of the Hilton Head Airport terminal improvement, including the bidding process, funding, and construction and renovation plans, such as a new TSA checkpoint and boarding gate area.

Committee Chairman Cunningham and Director Rembold discussed the 24-month timeline for phase one construction.

7. RECOMMEND APPROVAL OF A RESOLUTION RECOGNIZING FAIR HOUSING MONTH

Motion: It was moved by Council Member Passiment, seconded by Council Member Howard, to recommend approval of a resolution recognizing Fair Housing Month.

The Vote - The motion was approved without objection.

8. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT A 30,000 GRANT FROM AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) FOR DISASTER RESPONSE

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/222818?ts=304>

Motion: It was moved by Council Member Tabernik, seconded by Council Member Reitz, to recommend approval of a resolution to accept a 30,000 grant from the American Society for the Prevention of Cruelty to Animals (ASPCA) for disaster response.

Discussion: Council Member Tabernik asked about the purpose of the grant. ACA John Robinson replied that the grant provides Beaufort County Animal Services with prevention, mitigation, and recovery services, including food, shelter, and kennels, for domestic animals and livestock.

Council Member Glover confirmed with ACA Robinson that the grant covers livestock.

The Vote - The motion was approved without objection.

9. RECOMMEND APPROVAL TO AWARD RFQ FOR ON-CALL RIGHT OF WAY SERVICES

Motion: It was moved by Council Member Passiment, seconded by Council Member Bartholomew, to recommend approval to award RFQ for on-call right of way services.

The Vote - The motion was approved without objection.

10. RECOMMEND APPROVAL TO AWARD KIMLEY HORN CONTRACT FOR ENGINEERING SERVICES TO CHERRY POINT ROAD AND THE INTERSECTION OF SC 170 (\$162,752)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/222818?ts=493>

Motion: It was moved by Council Member Tabernik, seconded by Council Member Bartholomew, to recommend approval to award Kimley Horn Contract for engineering services to cherry point road and the intersection of SC 170.

Discussion: ACA Fralix commented on the plan to carry out traffic studies and design planning for Cherry Point Road to address development needs and the traffic back-up around Okatie Elementary. ACA Fralix highlighted that the road design would be completed upfront and that developments would pay for their portion of the road construction.

Council Member Howard asked about the timeline. ACA Fralix replied that the design and permitting process would take six to nine months and that the construction timeline would depend on the development projects.

Council Member Bartholomew asked about a lunchtime traffic study. ACA Fralix replied that the lunch traffic is not as big of an issue compared to the school drop-off and pick-up times.

Committee Chairman Cunningham asked about the impact on Malind Bluff.

Council Member Passiment and ACA Fralix discussed the addition of a signalization warning because of the curve in the road.

Council Member Glover and ACA Fralix discussed the planned work on SC 170.

The Vote - The motion was approved without objection.

11. RECOMMEND APPROVAL TO AWARD MEAD & HUNT CONTRACT FOR ENGINEERING SERVICES FOR THE SC 46 WIDENING PROJECT (\$1,053,734.19)

Please watch the video stream available on the County's website to view the full discussion.

<https://beaufortcountysc.new.swagit.com/videos/222818?ts=917>

Motion: It was moved by Council Member Tabernik, seconded by Council Member Brown, to recommend approval to award Mead & Hunt a contract for engineering services for the SC 46 widening project.

Discussion: ACA Fralix discussed the SC 46 widening from the traffic circle, the SC 170 widening, and the Ribaut Road reimagining.

Council Member Tabernik asked about safety enhancements to the roundabout and the timeline. ACA Fralix replied that the project could take eighteen months to two years because of the NEPA and federal agency approval requirements.

Council Member Bartholomew and ACA Fralix discussed the work percentages outlined in the plans and the federal funding implications.

The Committee and ACA Fralix discussed the location and planned widening of SC 46.

The Vote - The motion was approved without objection.

12. ADJOURNMENT

Adjourned: 3:23 PM

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO
MEETING NAME AND DATE:
Public Facilities and Safety Committee; June 26, 2023
PRESENTER INFORMATION:
Brittany Ward, County Attorney 5 Minutes
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
Beaufort County Council previously adopted Ordinance 2022/45 approving the conveyance of property between the Town of Hilton Head and Beaufort County. Following the completion of the County's due diligence, it was determined the Town does not own title to the property located at 68 Helmsman Way with TMS No. R552 010 000 0309 0000. The aforementioned property must be removed from the previously approved ordinance. Additionally, one of the properties was inadvertently misidentified and requires one of the 152 William Hilton Pkwy properties to be removed and replaced with the correct address of 150 William Hilton Pkwy.
FISCAL IMPACT:
<i>No fiscal impact.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends amending Ordinance 2022/45
OPTIONS FOR COUNCIL MOTION:
Motion to move forward to Council for first reading/approval.

AN ORDINANCE AMENDING ORDINANCE 2022/45 BY REMOVING THE PROPERTY LOCATED AT 68 HELMSMAN WAY WITH TMS NO. R552 010 000 0309 0000 AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County Council adopted Ordinance 2022/45 on October 24, 2022, authorizing the conveyance of several parcels of real property between Beaufort County (“County”) and the Town of Hilton Head (“Town”); and

WHEREAS, following completion of the County’s due diligence it was determined the Town does not hold title to the property located at 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000; and

WHEREAS, a parcel was inadvertently misidentified in Ordinance 2022/45 and requires the second “152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000” to be removed and replaced with “150 William Hilton Parkway with TMS No. R511 007 000 0247 0000”; and

WHEREAS, the real property identified in Ordinance 2022/45 is to be amended as described above and the property to be removed is stricken through and the additional property is underlined as follows:

- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 0005 0000
- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 019G 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000
- ~~152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000~~
- 150 William Hilton Parkway with TMS No. R511 007 000 0247 0000
- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0650 0000
- ~~68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000~~
- 43 Jenkins Road, Hilton Head Island with TMS No. R510 006 000 001C 00000

WHEREAS, Beaufort County Council has determined that it is appropriate to amend Ordinance 2022/45 as stated above.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council hereby amends Ordinance 2022/45 by removing the property located at 68 Helmsman Way with TMS No. R552 010 000 0309 0000, and replace one of the properties described as “152 William Hilton Parkway with TMS No. R511 007 000 0070 0000” with “150 William Hilton Parkway with TMS No. R511 007 000 0247 0000”.

Adopted this ____ day of _____ 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee
MEETING NAME AND DATE:
Public Facilities and Safety Committee – June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Infrastructure Eric Claussen, Director of Engineering (Alternative)
ITEM BACKGROUND:
In 1993, Beaufort County Council adopted Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County and thereby use the roadways and bridges owned and maintained by the County and State. This Ordinance has been amended with Ordinances 2012/13, 2015/8, and 2020/28. Amendment 2020/28 made clarification that the road use fee will be evaluated on annually and established in the annual County Operation Budget Ordinance.
PROJECT / ITEM NARRATIVE:
After an evaluation of Beaufort County’s road network, the current road use fee of \$10.00 that generates approximately \$1.6 million annually is determined to be insufficient to fund the maintenance and improvements needed. It is recommended to increase to \$20.00 generating approximately \$3 million annually. Neither the current road use fee, nor the proposed increase will generate revenue that would meet or exceed the cost of maintaining and improving the County’s road system as it is detreating faster than the County can fund.
FISCAL IMPACT:
An increase in the road use fee to \$20.00 will generate approximately \$3 million annually and will be collected and deposited into the special road maintenance account (2342) and specifically used to maintain and improve the county’s road system, along with the state’s as needed, and to pay for debt service on any outstanding General Obligation Bond issued exclusively for County road improvements.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the approval of the Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee. Move forward to County Council to approve/deny the Recommendation of an Ordinance to Amend the Beaufort County Ordinance Establishing a Road Use Fee.

ORDINANCE 2023/ _____

**AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE
ESTABLISHING A ROAD USE FEE**

WHEREAS, in 1993 Beaufort County Council (the “Council”) adopted Beaufort County Ordinance 93/20 establishing the road use fee on all vehicles which are domiciled and garaged in Beaufort County (the “County”) and thereby use the roadways and bridges owned and maintained by the County and the State; and

WHEREAS, the Council has amended Ordinance 93/20 with Ordinances 2012/13, 2015/8, and 2020/28; and

WHEREAS, the Council has the authority under South Carolina law to charge and collect the road use fee and to impose new service or user fees; and

WHEREAS, the Council has determined that it is in the best interests of its citizens to amend its existing road use fee.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend the road use fee and does hereby amend the Beaufort County Road Use Fee Ordinance (Ordinances 93/20, 2012/13, 2015/8, and 2020/28) as follows:

Section 1. **Findings and Authority.** County Council makes the following findings of fact and authority in connection with the enactment of this ordinance (this “***Ordinance***”):

(a) The County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to the provisions of Title 4, Chapter 9, Article 13 (the “***Home Rule Act***”) of the South Carolina Code of Laws, as amended (the “***S.C. Code***”), and specifically, Section 4-9-30(5)(a) of the Home Rule Act, County Council is authorized to assess and levy property taxes and uniform service charges and to make appropriations for certain functions of the County specifically including general public works, roads and drainage.

(c) Pursuant to Section 57-17-10 of the S.C. Code, the governing body of the County shall have control and supervision of all county designated roads.

(d) Pursuant to Title 6, Chapter 1, Article 3 of the S.C. Code, specifically Sections 6-1-300 and 330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges. Section 6-1-300(6) of the S.C. Code, defines a “service or user fee” as a “charge required to be paid in return for a particular government service or program” and further requires that the revenue generated from the service or user fee must: (i) be used to benefit the payers, even if the general public also benefits; (ii) only be used for the specific improvement contemplated; (iii) not exceed the cost of the improvement; and (iv) be uniformly imposed on all payers.”

(e) Pursuant to Section 6-1-330 of the S.C. Code, County Council is authorized to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (i) the service or user fee must be imposed by adoption of an ordinance approved by a positive majority of County Council; (ii) County Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; (iii) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid; and (iv) a local governing body that imposes a user or service fee pursuant to S.C. Code § 6-1-300(6) must publish the amount of dollars annually collected on each fee on the county's website.

(f) Pursuant to Section 6-1-330(A) of the S.C. Code, a fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of Title 6, Chapter 1, Article 3 of the S.C. Code.

(g) In 1993, County Council imposed a road use fee of Ten and NO/100 (\$10.00) Dollars annually on every motor vehicle required to be registered and licensed in the County pursuant to Ordinance 93/20, enacted June 28, 1993, and thereafter amended the ordinance by adopting Ordinances 2012/13, 2015/8, and 2020/28 (the "**Initial Fee Ordinance**").

(h) Council never repealed the Initial Fee Ordinance and has collected the fee continuously from January 1, 1994, to the present date.

(i) Pursuant to the Initial Fee Ordinance, the road maintenance fee is uniformly imposed on all owners of vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles.

(j) Pursuant to the Initial Fee Ordinance, the proceeds from the collection of the road use fee are deposited into a special road maintenance account and specifically used to maintain and improve the County's road system and to pay for debt service on any outstanding General Obligation Bond issued by the County for road improvements.

(k) Pursuant to the Initial Fee Ordinance, any interest earned on road use fee funds shall accrue to the road maintenance account. Funds which are not used in any fiscal year shall be carried forward and used for the construction, maintenance, and improvement of County roads and related drainage, as well as to pay debt service on any General Obligation Bond issued exclusively for County road improvements.

(l) For the past 30 years, the County has used the road use fee as a dedicated revenue source to maintain and improve the County road system. The revenue generated from the road use fee is used only for the maintenance and improvement of the County road system.

(m) The County road system consists of approximately seven hundred (700) lane miles of paved and unsurfaced roads designated as major arterial roads, collector roads, residential collector roads and local roads. The County's road system provides vital access for local residents to employment, commerce, housing, social services, health services, education services, and reliable emergency evacuation routes. The County's road system is maintained by the Beaufort County Public Works Department.

(n) The condition of every *paved* County road is evaluated every three (3) years by an independent firm and assigned a pavement condition rating. Higher scores reflect roads that require either preventative maintenance or no maintenance at all. Low-range scores reflect roads that require the costliest repairs or full reconstruction.

(o) According to the latest report, which was prepared in February 2022 by F&ME Consultants, none on Beaufort County's roads are in excellent condition. According to the report, twelve point five percent (12.5%) of the roads are in very good condition, sixty-three point five percent (63.5%) are in good condition, twenty-three point four percent (23.4%) are in fair condition and three point six percent (3.6%) are in poor condition. The remaining one point two percent (1.2%) are in poor or very poor condition. Of particular importance is the fact that fully twenty-eight percent (28%) of the County's paved roads are deemed to be in fair to poor condition. If these roads are left unrepaired, they will decline rapidly and become candidates for costly reconstruction. (This report, and all subsequent reports regarding the condition of County Pavement, are incorporated into this ordinance by reference.)

(p) The condition of every *unsurfaced* County road is also evaluated approximately every three (3) years by an independent firm. Each road is assigned an overall rating. Higher scores reflect roads with a higher priority for improvement. Lower scores reflect with lower priority.

(q) According to the November 2022 Beaufort County 2026 – 2030 Dirt Road Paving Plan Report, which was prepared by Consor Engineers, the County's *unsurfaced* road system consists of two hundred nine (209) roads totaling approximately seventy-seven (77) miles. Due to the limited funding that is currently available, the County can afford to improve only about one to two (1 – 2) miles of *unsurfaced* roads each year. (This report, and all subsequent reports regarding Dirt Road Paving, are incorporated into this ordinance by reference.)

(r) Beaufort County's plan is to improve all County unsurfaced roads while maintaining the paved roadway system with at least ninety-five percent (95%) of paved roads in good or very good condition. Currently, seventy-six percent (76%) of paved roads are good to very good. Approximately seventy-seven (77) miles of unsurfaced dirt roads are left to be improved.

(s) The current road use fee of Ten and No/100 (\$10.00) Dollars per vehicle generates approximately \$1.6 million annually. Increasing the road use fee to Twenty and No/100 (\$20.00) Dollars per vehicle would generate approximately \$3 million annually. Neither the current road use fee, nor the proposed increase, will generate revenue that would meet or exceed the cost of maintaining and improving the County's road system.

(t) Despite the County's efforts to maintain and improve the County's road network, significant unfunded road maintenance remains, and it is growing every year. The pavement condition of County's roads is deteriorating faster than the County can repave them based on available resources.

(u) The life cycle of the County's road system is greatly affected by the County's ability to perform timely maintenance and upgrades to ensure that road surfaces last as long as possible.

(v) Cost-effective preventive maintenance reduces costly future repairs. The cost of fixing roads after they have deteriorated is many times greater than the cost of preventive maintenance.

(w) All individuals who pay the fee (those who own vehicles registered in the County) have enjoyed and will continue to enjoy the benefits provided by the purchase, condemnation, construction, ownership, maintenance, and repairs of County and State-owned roads and bridges. The County specifically finds that those paying the fee receive the following benefits from the expenditures of the fee:

- a. *Enhanced Emergency Response Time.* Those paying the fee receive the benefit of enhanced emergency response time. Quality road systems have a direct impact on emergency response times. The revenue from the fee is used to build, design, and maintain a road network that enhances public safety and emergency response times. *See FY 2012 Performance and Accountability Report, Montgomery County Fire Rescue Services.*
- b. *Evacuation Routes.* Those paying the fee receive the benefit of a network of roadways that allow them to safely and timely evacuate the County to avoid impending hurricanes, storms, floods, or other Acts of God. The County borders the Atlantic Ocean. The County is prone to hurricanes, storms, and flooding, all of which threaten the health and safety of those paying the fee. When hurricanes, storms, and floods threaten the County, it is vital that the County residents have a safe, functioning network of roads to allow for the mass exodus of County residents. The revenue from the fee is used to build, design, and maintain a road network to allow for safe and expeditious evacuation of County residents. The findings in this subparagraph are axiomatic and obvious to all. coastal communities in South Carolina and other States bordering the ocean have endured and suffered through violent storms and flooding throughout human history. These storms and flooding have caused numerous injuries and loss of life to those residents of coastal communities. *See National Weather Service Website, www.weather.gov/chs/TChistory (From 1851 through 2018, forty-one (41) Tropical Cyclones have made landfall in the NWS Charleston, SC County Warning Area (CWA), which runs from Charleston County, SC to McIntosh, GA).*
- c. *Increased Property Values.* Those paying the fee receive the benefit of increased property values. The revenue from the fee is used to build, design, and maintain a road network. This road network increases the property values of those who pay the fee. There are numerous scholarly public and private reports evidencing a manifest nexus between the good quality of roads and increased property values, as well as the poor condition of roads and lower property values. The County craves reference to those selected reports cited below:
 - i. An eighteen year (1982-1999) parcel-level real estate assessment study using a land value model, an improvement or structure value model, and a total property value model, yielding empirical results that suggest

that improvement type, freeway proximity, parcel location at key network points (e.g., corner parcels), and timing of construction and completion play key roles in property valuation. *See Property Values and Highway Expansions: An Investigation of Timing, Size, Location, and Use Effects* by Brian ten Siethoff, Cambridge Systematics, Inc., and Kara M. Kockelman, C.B. Luce Assistant Professor of Civil Engineering Department of Civil Engineering, The University of Texas at Austin, *Transportation Research Record No. 1812: 191-200*, Presented at the 81st Annual Meeting of the Transportation Research Board, January 2002.

- ii. Highway capitalization studies analyzing the effects of highway construction on residential sale prices. *See* Transportation Research Board (TRB), *Special Report Number 245 1995. Expanding Metropolitan Highways*. Washington, DC: National Academy Press.
- iii. Extensive literature by Huang (1994) finding that virtually every major land use study concluded that transportation improvements positively affect the value of nearby land. *See* Huang, W. 1994. "The Effects of Transportation Infrastructure on Nearby Property Values: A Review of the Literature." Institute of Urban and Regional Development: Berkeley, CA.
- iv. A 1997 study of median housing prices and monthly rents in the San Francisco Bay Area showing a strong positive association between accessibility and land prices, after controlling for a wide variety of other variables, including parcel size and square footage of development. *See* Kockelman, K.M. 1997. "Effects of Location Elements on Home Purchase Prices and Rents in San Francisco Bay Area." *Transportation Research Record No. 1606*, 40-50.
- v. A 2001 report concluding that homeowners and renters value improvements to the transportation network whether their perception of the travel benefits is direct or indirect. *See* Mikelbank, Brian. 2001. "Spatial Analysis of the Relationship between Housing Values and Investments in Transportation Infrastructure." Paper presented at the 40th Annual Meeting of the Western Regional Science Association, Palm Springs, CA (February).
- vi. Classical economic theory study showing that when a highway is built, large parcels of land that previously had poor accessibility—or none at all—are suddenly underpriced. Often, the market immediately responds: the area is quickly developed, and the real estate market establishes a new equilibrium based on the new transportation technology. The land-value impacts that are experienced can be significant. *See* Giuliano, G. 1989. "New Directions for Understanding Transportation and Land Use."

- vii. Major improvements to infrastructure should also have a strong, positive effect on nearby real estate values. *See* Landis, J., Guhathakurta, S., Huang, W., and Zhang, M. 1995. “Rail Transit Investments, Real Estate Values, and Land Use Change: A Comparative Analysis of Five California Rail Transit Systems.” The University of California Transportation Center, University of California at Berkeley: Berkeley, CA; *see also* Tomasik, J. 1987. “Socioeconomic and Land Values of Urban Freeways in Arizona.” Phoenix, AZ: Arizona Department of Transportation.
 - viii. A 1961 study concluding that lack of access may decrease land values. *See* Mohring, Herbert. 1961. “Land Values and the Measurement of Highway Benefits.” *Journal of Political Economy* 49 (June), 236-249.
 - ix. Construction associated impacts and property values. *See* Nelson, J.P. 1982. “Highway noise and property values: A survey of recent evidence,” *Journal of Transport Economics and Policy*, 16(2), 117-38.
 - x. Property-value models predict that depressed freeway designs contribute more to residential property values than at-grade freeways. *See* Lewis, C.A., Buffington, J.L., and Vadali, S.R. 1997. “Land Value and Land Use Effects of Elevated, Depressed, and At-Grade Level Freeways in Texas.” Texas Transportation Institute Research Report Number 1327-2. Texas A&M University: College Station, TX.
 - xi. “Improvements to transportation networks, especially those in growing areas, tend to have impacts on local land markets. In principle, an improvement to a link in the network will confer economic benefits to adjacent and nearby properties by increasing the utility that the network provides [U]rban economic theory suggests that many of these benefits are capitalized into local property values, yielding a localized spillover effect. *See* “The Economic Impact of Upgrading Roads, 2009-2016,” Minnesota Department of Transportation.
- d. *Reduced Automobile Operating Costs.* Those paying the fee receive the benefit of reduced automobile operating costs. The revenue from the fee is used to construct and maintain roads and bridges in the County. This construction and maintenance work helps improve the quality of roads in the County. Those paying the fee normally use the roads and bridges in the County; therefore, those paying the fee receive the benefit of reduced automobile operating costs.
 - e. *Reduced Automobile Insurance Premiums.* Those paying the fee receive the benefit of reduced automobile insurance premiums. The revenue from the fee is used to construct and maintain roads and bridges in the County. Because of the quality of the roads and bridges in the County, those paying the fee receive the benefit of reduced automobile insurance premiums. *See* Cotto, Tony, *Cost Drivers: How Riskier Roads, Rising Repairs, and Reckless Driving Are Increasing Insurance Costs (NAMIC 2021)* (“[T]he rate you pay for your auto insurances depends in part on where you live.”).

f. *Safety and Convenience Benefits.* Those paying the fee receive the safety and convenience benefits associated with having a well-built, well designed, and well-maintained network of roads. The roads in the County are used by those who pay the fee. The roads built, designed, and maintained with the revenue from the fee provide those paying the fee with access to the entire State and federal road network. Further, the roads built, designed, and maintained with the revenue from the fee provide safe, reliable, and efficient access to the entire road network in the County, State, and parts beyond.

(x) County Council finds that increasing the road use fee to Twenty and No/100 (\$20.00) Dollars is desirable and necessary for the County to maintain and to improve the County road system, additional revenues are needed to adequately maintain the County road system, the County road system has experienced degradation due to insufficient maintenance funding, additional degradation is expected without additional maintenance funding, and road maintenance fees are a stable form of revenue that is generated by users of the County road system.

Section 2. Road Use Fee Amendment. Section 2 of the Initial Fee Ordinance (Ordinance 93/20) is hereby amended to increase the road use fee to Twenty and No/100 (\$20.00) Dollars. Section 4 of the Initial Fee Ordinance which provides that the funds shall be deposited in the General Fund is amended to provide that the funds collected shall be deposited into the road maintenance account, that any interest collected on these funds in this account shall be deposited into this account, and that all funds in the account shall be used solely and exclusively for the purposes set forth herein above.

Section 3. Compliance with Title 6, Chapter 1, Article 3 of the S.C. Code.

(a) *Initial Fee Grandfathered.* County Council finds that the Initial Fee Ordinance imposing an annual road use fee was adopted prior to December 31, 1996, and in accordance with the grandfathering language of Section 6-1-330 of the S.C. Code, remains in force and effect until repealed by County Council.

(b) *Increase to the road maintenance fee satisfies S.C. Code § 6-1-330(6).* Beaufort County Council finds that the Ten and No/100 (\$10.00) Dollar increase to the road use fee bringing the total fee to Twenty and no/100 (\$20.00) Dollars is (i) uniformly imposed on all owners of motor vehicles required to be registered in the County by the South Carolina Department of Motor Vehicles; (ii) revenues generated from the fee are exclusively used for the maintenance and improvement of the County road system; (iii) payers of the fee benefit from maintenance and improvement of the County road system, even if the general public also benefits; and (iv) revenues generated from the fee do not exceed the cost of maintaining and improving the County road system.

(c) *Adopted by positive majority of County Council.* This Ordinance must be adopted by a positive majority of County Council, which is defined in Section 6-1-330(5) of the S.C. Code as “a vote for adoption by the majority of the members of Council, whether present or not.”

(d) *Public Hearing.* County Council must provide public notice of the fee increase being considered and hold a public hearing on the proposed fee increase prior to final adoption of the Ordinance in compliance with S.C. Code § 6-1-330.

(e) *Road use fee revenues published on County website.* The annual revenues collected from the road use fee and any increase must be published on the County’s website in compliance with S.C. Code § 6-1-330.

Section 4. Severability. Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Repeal. All ordinances or parts of ordinances in conflict with this Ordinance, or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this Ordinance full force and effect.

Section 6. Effective Date. This Ordinance shall take effect upon the date of its adoption.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT
COUNTY

ATTEST:

Joseph Passiment , Chairman

Sarah Brock
Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Demolition of dock located at 2 Mullet Street - \$30,000
MEETING NAME AND DATE:
Public Facilities Committee Meeting – June 26, 2023
PRESENTER INFORMATION:
Brittany Ward, County Attorney Neil J. Desai, P.E., Public Works Director (5 Minutes)
ITEM BACKGROUND:
After both a visual & structural inspection, the existing dock at 2 Mullet Street is unsafe and in need of demolition due to age. A engineering report further supports demolition rather than repair or renovations.
PROJECT / ITEM NARRATIVE:
Demolition of existing residential dock located at 2 Mullet Street. Plans and specifications are prepared for permitting pending Committee approval. Project duration is anticipated to last no more than 2 weeks.
FISCAL IMPACT:
An amount not to exceed \$30,000. Public Works Department has available funds and will utilize these funds from GL Account 20010011-54124 for this effort.
STAFF RECOMMENDATIONS TO COUNCIL:
Public Works Director recommends approval of this demolition.
OPTIONS FOR COUNCIL MOTION:
Motion to either accept/deny the recommendation to approve the demolition of the dock at 2 Mullet Street. <i>Next Steps – A majority vote for acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>

A RESOLUTION AUTHORIZING THE DEMOLITION OF STRUCTURES AND FUNDING FOR DEMOLITION OF STRUCTURES ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET

WHEREAS, Beaufort County (“County”) is the fee simple owner of the real property located at 2 Mullet Street, Bluffton, SC (“Property”); and

WHEREAS, the Property was purchased for the purpose of expanding the infrastructure at the current Alljoy Boat Landing in order to better serve the citizens of the County; and

WHEREAS, the County has determined that the current dock system on the Property (“Structures”) is in disrepair and unsafe, therefore it is appropriate for the Structures to be demolished at a cost not to exceed Thirty Thousand (\$30,000) Dollars; and

WHEREAS, the County previously allocated funding for boat landing maintenance and/or repairs from local A-tax (Account #20010011-54124) and the cost to demolish the Structures in an amount not to exceed Thirty Thousand (\$30,000) Dollars shall be funded by the aforementioned funds; and

WHEREAS, the Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to authorize the demolition of Structures on the Property and provide funding for the demolition from Account #20010011-54124 for the reasons stated herein.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the demolition of structures and funding for demolition of structures on Beaufort County owned property located at 2 Mullet Street.

Adopted this ____ day of July 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A resolution authorizing the County Administrator to execute mutual aid agreements regarding relocation of detainees on a temporary basis during an emergency, with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Lexington County, Orangeburg County, and Richland County.
MEETING NAME AND DATE:
Public Facilities and Safety Committee 6/26/2023 3:00pm
PRESENTER INFORMATION:
John Robinson Public Safety Assistant County Administrator <i>2 minutes</i>
ITEM BACKGROUND:
The Memorandums of Agreement presented allows for relocation of detainees between Beaufort County and 12 other SC county detention centers on a temporary basis during an emergency.
PROJECT / ITEM NARRATIVE:
The Memorandums of Agreement presented include provisions for inmates and staff. They have been extended from annual expiration to 5-year expirations.
FISCAL IMPACT:
No cost unless MOAs are enforced due to an emergency.
STAFF RECOMMENDATIONS TO COUNCIL:
Recommend send to full council for approval.
OPTIONS FOR COUNCIL MOTION:
Motion to approve a resolution authorizing the County Administrator to execute mutual aid agreements regarding relocation of detainees on a temporary basis during an emergency, with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Lexington County, Orangeburg County, and Richland County.

RESOLUTION 2023/

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A MUTUAL AID AGREEMENT WITH AIKEN COUNTY, ALLENDALE COUNTY, CHARLESTON COUNTY, COLLETON COUNTY, DORCHESTER COUNTY, FLORENCE COUNTY, GREENVILLE COUNTY, HAMPTON COUNTY, JASPER COUNTY, ORANGEBURG COUNTY, AND RICHLAND COUNTY OF SOUTH CAROLINA REGARDING RELOCATION OF DETAINEES ON A TEMPORARY BASIS DURING AN EMERGENCY

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this contract are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; and

WHEREAS, the Public Facilities and Safety Committee discussed and recommended consideration of the matter to full council; 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 enter into the aforementioned agreements.

NOW, THEREFORE, BE IT RESOLVED, by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute a Mutual Aid Agreements with Aiken County, Allendale County, Charleston County, Colleton County, Dorchester County, Florence County, Greenville County, Hampton County, Jasper County, Orangeburg County, and Richland County, of South Carolina for the reciprocal relocation of detainees on a temporary basis during an emergency.

DONE this day of ,2023

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF AIKEN)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Aiken County Detention Center, Aiken, South Carolina, (hereinafter referred to as “Aiken County”).

WHEREAS, Beaufort County and Aiken County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Aiken County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Aiken County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request, and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Aiken County: Aiken County Administrator
 1930 University Pkwy, Ste. 3100
 Aiken, South Carolina 29801-0009

Copy to: Legal Department
 1930 University Pkwy, Ste. 3600
 Aiken, South Carolina 29801-0009

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Aiken County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

AIKEN COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF ALLENDALE)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Allendale County Detention Center, Allendale, South Carolina, (hereinafter referred to as “Allendale County”).

WHEREAS, Beaufort County and Allendale County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Allendale County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Allendale County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Allendale County: Allendale County Administrator
 P.O. Box 190
 Allendale, South Carolina 29810-0190

Copy to: Legal Department
 P.O. Box 840
 Fairfax, South Carolina 28927-0840

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Allendale County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

ALLENDALE COUNTY

By: _____
Its: County Administrator

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

**MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY**

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Charleston County Detention Center, Charleston, South Carolina, (hereinafter referred to as “Charleston County”).

WHEREAS, Beaufort County and Charleston County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Charleston County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Charleston County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Charleston County: Charleston County Administrator
 4045 Bridge View Dr.
 N. Charleston, South Carolina 29405-7464

Copy to: Legal Department
 4045 Bridge View Dr.
 N. Charleston, South Carolina 29405-7464

This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Charleston County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

CHARLESTON COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF COLLETON)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Colleton County Detention Center, Colleton, South Carolina, (hereinafter referred to as “Colleton County”).

WHEREAS, Beaufort County and Colleton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Colleton County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Colleton County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Colleton County: Colleton County Administrator
 P.O. Box 157
 Colleton, South Carolina 29488-0002

Copy to: Legal Department
 P.O. Box 157
 Colleton, South Carolina 29488-0002

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Colleton County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

COLLETON COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF DORCHESTER)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Dorchester County Detention Center, Dorchester, South Carolina, (hereinafter referred to as “Dorchester County”).

WHEREAS, Beaufort County and Dorchester County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Dorchester County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Dorchester County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
- (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
- (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
- (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
- (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
- (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Dorchester County: Dorchester County Administrator
 201 Johnston St.
 St. George, South Carolina 29477-2412

Copy to: Legal Department
 201 Johnston St.
 St. George, South Carolina 29477-2412

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Dorchester County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

DORCHESTER COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF FLORENCE)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Florence County Detention Center, Florence, South Carolina, (hereinafter referred to as “Florence County”).

WHEREAS, Beaufort County and Florence County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Florence County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Florence County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Florence County: Florence County Administrator
 180 N Irby St. MSC-G
 Florence, South Carolina 29501-3456

Copy to: Legal Department
 180 N Irby St. Rm 503
 Florence, South Carolina 29501

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Florence County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

FLORENCE COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF GREENVILLE)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Greenville County Detention Center, Greenville, South Carolina, (hereinafter referred to as “Greenville County”).

WHEREAS, Beaufort County and Greenville County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Greenville County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Greenville County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Greenville County: Greenville County Administrator
 301 University Rdg.
 Greenville, South Carolina 29601

Copy to: Legal Department
 301 University Rdg.
 Greenville, South Carolina 29601

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Greenville County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

GREENVILLE COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF HAMPTON)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Hampton County Detention Center, Hampton, South Carolina, (hereinafter referred to as “Hampton County”).

WHEREAS, Beaufort County and Hampton County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Hampton County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Hampton County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
- b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
- c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
- d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
- e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.

5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:

- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
- b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
- c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
- d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
- e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Hampton County: Hampton County Administrator
 200 Jackson Avenue E.
 Hampton, South Carolina 29924

Copy to: Legal Department
 P.O. Box 969
 Estill, South Carolina 29918-0969

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Hampton County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

HAMPTON COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF JASPER)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Jasper County Detention Center, Jasper, South Carolina, (hereinafter referred to as “Jasper County”).

WHEREAS, Beaufort County and Jasper County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Jasper County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Jasper County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

6. **Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) **Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) **Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) **Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) **Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) **Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) **Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Jasper County: Jasper County Administrator
 P.O. Box 1149
 Ridgeland, SC 29936-2620

Copy to: Legal Department
 P.O. Box 420
 Ridgeland, South Carolina 29936-2607

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Jasper County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

JASPER COUNTY

By: _____
Its: County Administrator

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Lexington County: Lexington County Administrator
 212 S Lake Dr, Ste 602
 Lexington, South Carolina 29072-3410

Copy to: Legal Department
 140 E Main St.
 Lexington, South Carolina 29072-3434

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Lexington County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

LEXINGTON COUNTY

By: _____
Its: County Administrator

parenthetical herein, the following capitalized terms have the following meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party

shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid

Agreement for the duration the detainees are in the Supporting Agencies facility. If support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency's facility.

(7) Use of Equipment and Facilities. Use of equipment and facilities shall be as necessary to carry out the Services.

(8) Processing FOIA Requests. If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.

8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
P.O. Box 1228
Beaufort, South Carolina 29901

Copy to: Legal Department
P.O. Box 1228
Beaufort, South Carolina 29901

Orangeburg County: Orangeburg County Administrator
P.O. Box 9000
Orangeburg, South Carolina 29116-9000

Copy to: Legal Department
2015 Broughton St.
Orangeburg, South Carolina 29115-4679

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Orangeburg County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

ORANGEBURG COUNTY

By: _____
Its: County Administrator

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
COUNTY OF RICHLAND)

MUTUAL AID AGREEMENT
REGARDING RELOCATION OF
DETAINEES ON A TEMPORARY BASIS
DURING AN EMERGENCY

THIS AGREEMENT is made and entered into this ___ day of _____, 2023 by and between Beaufort County Detention Center, Beaufort, South Carolina (hereinafter referred to as “Beaufort County”) and the Richland County Detention Center, Richland, South Carolina, (hereinafter referred to as “Richland County”).

WHEREAS, Beaufort County and Richland County are located in coastal areas which are vulnerable to natural disasters such as hurricanes and the Counties desire to plan for measures to take precautions against such natural disasters and other potential emergency conditions; and

WHEREAS, the South Carolina Law Enforcement Assistance and Support Act (the “Act”) allows counties to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions as long as the agreements adhere to the requirements contained in Section 23-20-40 of the Act; and

WHEREAS, the parties to this Mutual Aid Agreement are South Carolina counties that find it necessary for the proper and prudent exercise of the public safety function of housing detainees to make prospective arrangements for relocating detainees on a temporary basis during an emergency; 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 enter into the aforementioned Mutual Aid Agreement.

NOW, THEREFORE, for mutual consideration and public service, it is mutually agreed by the Beaufort County and Richland County as follows:

1. **Parties.** This Agreement is entered into by and between the following South Carolina counties: Richland County and Beaufort County {"Parties"}.
2. **Term.** The term of the Agreement shall be for a period of five years. The term shall begin on the date of execution and end on December 31, 2028.
3. **Exchange of Consideration.** Each party agrees to provide Services under this Agreement for a manageable number of Detainees on a Temporary Basis during an Emergency. For purposes of this Agreement, what is, at any point in time, "a manageable number" is solely within the discretion of the Supporting Agency and is not contestable.
4. **Additional Definitions.** In addition to those terms that are defined via parenthetical herein, the following capitalized terms have the following

meanings:

- a. **Detainee.** A Detainee refers to a person who is accused or convicted of a crime who is in custody at a party's jail.
 - b. **Emergency.** An Emergency exists when Detainees in a party's jail are in danger of serious bodily injury or death due to an imminent or then-occurring natural or manmade disaster that is not imminent or then-occurring at the other party's jail.
 - c. **Requesting Agency.** A party to this Agreement expressing a need or desire to transfer detainees to the Supporting Agency's jail to be securely housed and fed.
 - d. **Supporting Agency.** A party to this Agreement that consents to securely house and feed inmates from the Requesting Party.
 - e. **Temporary Basis.** A Temporary Basis is up to 10 calendar days.
5. **Representations.** The Parties are justifiably relying on the following material representations in entering into this Agreement and, if either party becomes non-compliant with one of these representations, it must notify the other party and that other party shall have the right to terminate the Agreement with 60 days prior written notice:
- a. **Ownership.** Each party owns, operates and is the legal custodian of a detention facility ("Jail") within the boundaries of its county.
 - b. **Authorization.** Prior to executing this Agreement, the county council of each party formally authorized this Agreement in a public meeting called and convened in accordance with the South Carolina Freedom of Information Act ("FOIA").
 - c. **Minimum Standards.** Each party's Jail is, at the signing of this Agreement, in full compliance with the current version of the Minimum Standards for local Detention Facilities in South Carolina ("Minimum Standards"). Each party shall maintain its Jail in accordance with the Minimum Standards throughout the Term.
 - d. **Insurance.** Each party carries general liability insurance and medical malpractice insurance with the State of South Carolina through the State Fiscal Accountability Authority's Insurance Reserve Fund. Each party shall maintain those coverages throughout the Term.
 - e. **Workers Compensation.** Each party has workers' compensation coverage for all of the persons it employs at its jail and for those who perform services related to that jail's population. Each party shall maintain that coverage throughout the Term.

- 6. Compliance with Section 23-20-40.** The purpose of this term is to specify compliance with Section 23-20-40 of the Act and are numbered to reflect that of the Act.
- (1) Statement of Services.** On a Temporary Basis during an Emergency, the Supporting Agency shall provide to Detainees it allows the Requesting Agency to relocate in the Supporting Agency's jail (a) all sustenance and housing services legally required to be provided to a person who is in a county jail in South Carolina and (b) minor medical attention that can be provided on weekdays at the Supporting Agency's nursing station (the "Services"). The Requesting Agency shall arrange for all other medical services for its relocated Detainees. The Parties shall carry out the Services in accordance with the process set forth on Exhibit A which is attached to and incorporated in this Agreement.
 - (2) Financial Agreements.** The Requesting Agency shall pay the Supporting Agency \$52.00 a day for each day the Supporting Agency provides Services for a Detainee of the Requesting Agency. The Parties agree that the payment is meant to reimburse the Supporting Agency for the cost of the Services. As between the Parties, the Requesting Agency is financially responsible for all other medical services for those Detainees. If the Requesting Agency provides Support Personnel to the Supporting Agency, they shall remain responsible for pay and benefits of their personnel. The Requesting Agency personnel shall pay an agreed upon price for each meal they participate in at the facility.
 - (3) Records to be Maintained.** Each party shall maintain the records it is legally required to maintain and will, on a request basis, provide a copy to the Requesting Agency of any documents regarding Requesting Agency's Detainees housed by the Supporting Agency.
 - (4) Duration; Modification; and Termination of Agreement.** The duration of this Agreement is five (5) years. For any term of this Agreement to be modified, the modification must be reduced to writing and signed by both Parties. The Agreement may be terminated prior to the expiration of the Term in accordance with the Representation term of this Agreement.
 - (5) Legal Contingencies for Lawsuits or Damages.** The Parties have the same insurer. The Parties will handle any lawsuits or damages regarding the Services in accordance with their insurer's recommendations and directions.
 - (6) Control of Requesting Agency's Personnel If Relocated to Supporting Agency.** Upon request, to the extent they are capable, the Requesting Agency may provide support personnel to assist the Supporting Agency in the care for the detainees who have been temporarily relocated pursuant to this Mutual Aid Agreement for the duration the detainees are in the Supporting Agencies facility. If

support personnel are relocated to the Supporting Agency, they shall be under the command and control of the Supporting Agency for the duration of the time they are at the Supporting Agency’s facility.

- (7) **Use of Equipment and Facilities.** Use of equipment and facilities shall be as necessary to carry out the Services.
- (8) **Processing FOIA Requests.** If the Requesting Agency receives a FOIA request regarding any Detainee who is relocated to the Supporting Agency, the Requesting Agency shall respond to the FOIA request and the Supporting Agency will cooperate with the Receiving Agency with the goal of timely and fully responding to the FOIA request.

- 7. This Agreement is drawn pursuant to and subject to the laws and statutes of the State of South Carolina.
- 8. Any notice of termination or other required written communication shall be made in writing and shall be deemed to have been given, if mailed by certified mail or personally delivered to the addresses set forth below:

Beaufort County: Beaufort County Administrator
 P.O. Box 1228
 Beaufort, South Carolina 29901

Copy to: Legal Department
 P.O. Box 1228
 Beaufort, South Carolina 29901

Richland County: Richland County Administrator
 2020 Hampton St, Ste 4069
 Columbia, South Carolina 29204-1002

Copy to: Legal Department
 P.O. Box 192
 Columbia, South Carolina 29202-0192

9. This is the entire agreement of the parties. Any amendment or modification to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Beaufort County, South Carolina, Richland County, South Carolina by and through their duly authorized officers have set their hands and seals on this ____ day of _____, 2023.

WITNESSES:

BEAUFORT COUNTY

By: _____
Its: County Administrator

WITNESSES:

RICHLAND COUNTY

By: _____
Its: County Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of award to W.M. Roebuck, Inc. for the construction of a temporary wood pole traffic signal at the Intersection of US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour) using SCDOT's statewide contract (\$500,000.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – ACA Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternative (5 mins)
ITEM BACKGROUND:
The Engineering Department staff contacted W.M. Roebuck, Inc. about the County's need to install a temporary wood pole traffic signal at the intersection of US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour). The County will be using the state-wide on-call traffic signal contract through SCDOT. Based upon that contract, the traffic signal installation will not exceed \$500,000.00
PROJECT / ITEM NARRATIVE:
SCDOT has given approval for the County to install a temporary wood pole traffic signal at the intersection of US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour). The County procured the design of the temporary wood pole traffic signal through the design firm KCI. The temporary traffic signal will utilize radar detection, meaning that as traffic is shifted throughout the US 278 Bridge project so the traffic signal will not lose functionality. The temporary wood pole signal will be replaced with a mast arm traffic signal as a part of the US 278 Bridge project.
FISCAL IMPACT:
The contract fee is not to exceed \$500,000.00. The funding for this project is South of the Broad Impact Fees account # 23020011-54500 with a balance of \$17,955,170.89.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award the contract for the US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour) temporary wood pole traffic signal.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation to award the US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour) temporary wood pole traffic signal to W.M. Roebuck, Inc. <i>Next Step: Move forward to County Council to approve/deny the recommendation to award US 278 & Crosstree Drive/Gateway Drive (Windmill Harbour) temporary wood pole traffic signal to W.M. Roebuck, Inc.</i>

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES TO CONTRACT WITH W.M. ROEBUCK, INC. TO INSTALL A TEMPORARY TRAFFIC SIGNAL AT THE INTERSECTION OF CROSTREE DRIVE/GATEWAY DRIVE AT WINDMILL HARBOUR

WHEREAS, there are safety concerns with drivers using Crosstree Drive/Gateway Drive intersection at Windmill Harbour; and

WHEREAS, the County was given permission by SCDOT to design and install a temporary wood pole traffic signal at the intersection; and

WHEREAS, the County wishes to retain W.M. Roebuck, Inc to install the temporary traffic signal utilizing SCDOT’s statewide on-call traffic contract. W.M. Roebuck has agreed that using the statewide contract the total cost to construct the new temporary wood pole traffic signal will not exceed \$500,000.00; and

WHEREAS, the County collects development impact fees in accordance with state law and Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, for purposes such as the Bluffton Parkway Enhancement Project study and recommendations; and

WHEREAS, the County has a sufficient balance in the Road Facilities – Southern Beaufort County Service Area to pay for the projected expenses which are associated with the study.

NOW, THEREFORE, BE IT RESOLVED, that County Council hereby approves the expenditure of \$500,000.00 of road impact fees from the South of the Broad Service Area to retain W.M. Roebuck to complete the construction of the temporary wood pole traffic signal at the intersection Crosstree Drive/Gateway Drive intersection at Windmill Harbour.

This Resolution shall be effective _____ day of _____, 2023.

Dated this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to W.M. Roebuck, Inc. for IFB #053123 Construction of Mast Arm Intersection at Bluffton Parkway, Flay Creek Dr, and River Ridge Dr (\$384,984.60)
MEETING NAME AND DATE:
Public Facilities Committee – June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Engineering (5 mins)
ITEM BACKGROUND:
On May 1, 2023 Beaufort County published IFB #053123 requesting competitive bids for the material procurement and construction of a permanent mast arm intersection at the intersection of Bluffton parkway, Flat Creek Drive, and River Ridge Drive. On May 31, 2023, The County received one bid from W.M. Roebuck, Inc to perform the specified scope.
PROJECT / ITEM NARRATIVE:
In 2022, Beaufort County installed temporary intersection improvements at the intersection of Bluffton Parkway, River Ridge Dr, and Flat Creek Dr. which included wood strain poles. These improvements were designed and constructed with permanent lay-out in mind. The project consists of the removal of the temporary wood pole traffic signal infrastructure and the replacement with decorative traffic signal poles and mast arms. In addition, the project will require the placement of decorative pedestrian pushbutton poles, ADA sidewalks, and curb ramps on all corners of the intersection. Ordering of the decorative poles and mast arms shall be the responsibility of the contractor. The current locations of traffic signal controller cabinet and pull boxes are to remain and be the permanent location.
FISCAL IMPACT:
The contract fee is for materials and construction in the amount of \$320,820.50. Staff recommends a 20% contingency of \$64,164.10, bringing the project’s total cost to \$384,984.60. The funding for this project will be Bluffton Road Impact Fees account # 23020011-54500 with a balance of \$17,955,170.89.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award W.M. Roebuck, Inc. for IFB #053123 Construction of Mast Arm Intersection at Bluffton Parkway, Flay Creek Dr, and River Ridge Dr
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to award W.M. Roebuck, Inc. for IFB #053123 Construction of Mast Arm Intersection at Bluffton Parkway, Flay Creek Dr, and River Ridge Dr.

Next Step: Move forward to County Council to award W.M. Roebuck, Inc. for IFB #053123 Construction of Mast Arm Intersection at Bluffton Parkway, Flay Creek Dr, and River Ridge Dr.

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES TO RETAIN W.M. ROEBUCK, INC TO PROVIDE MATERIALS AND CONSTRUCTION FOR A MAST ARM INTERSECTION AT BLUFFTON PARKWAY, FLAY CREEK DR, AND RIVER RIDGE DR

WHEREAS, Bluffton Parkway is heavily used by both pedestrians and motorists; and

WHEREAS, the County desires to make intersection improvements including the installation of permanent mast arm signals to increase the safety and efficiency of the movement of pedestrian and vehicle traffic; and

WHEREAS, the County wishes to contract W.M. Roebuck, Inc, to construct the designed intersection improvements. W.M. Roebuck, Inc has submitted a contract fee of \$320,820.50 for the work. The County recommends a twenty percent contingency fee (\$64,164.10) for a total of \$384,984.60; and

WHEREAS, the County collects development impact fees in accordance with state law and Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, for purposes such as the Construction of Mast Arm Intersections; and

WHEREAS, the County has a sufficient balance in the Road Facilities – Southern Beaufort County Service Area to pay for the projected expenses which are associated with the study.

NOW, THEREFORE, BE IT RESOLVED, that County Council hereby approves the expenditure of \$384,984.60 of road impact fees from the South of the Broad Service Area to retain W.M.Roebuck, Inc. to construct the intersection improvements at the intersection of Bluffton Parkway, River Ridge Drive, and Flat Creek Drive.

This Resolution shall be effective _____ day of _____, 2023.

Dated this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award to APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements for the construction of capacity and safety improvements from Okatie Center South to SC 462 (\$8,111,030.29)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, PE – Assistant County Administrator Infrastructure Division Eric Claussen, PE – Director of Engineering, Alternate (5 mins)
ITEM BACKGROUND:
On May 24, 2023, Beaufort County published IFB #062323 SC 170 Near Term Improvements requesting competitive bids for the construction of all aspects and scope of the SC 170 Near-Term Improvements Project, broken into Schedule A and Schedule B, with Bid A being for the SC 170 Near Term Improvements (Beaufort County) and Bid B being the resurfacing of US 278 and the interchange ramps (SCDOT). On June 23, 2023, The County received 1 bid. APAC Atlantic was the lowest responsive bid received.
PROJECT / ITEM NARRATIVE:
The project will consist of the construction of spot improvements to address capacity and safety needs along SC 170 from Okatie Center South to SC 462 as well as the resurfacing of a portion of US 278 near the interchange with SC 170 including the interchange ramps. The improvements include the installation of a Reduced Conflict Intersection at Okatie Center South, channelization/capacity/safety improvements at the interchange of SC 170 & US 278, capacity improvements at the intersection of SC 170 & Argent Boulevard, and left turn lane improvements at SC 170 & SC 462. The project also includes the resurfacing of a portion of eastbound US 278 to eliminate the existing merge on top of the interchange bridge from southbound SC 170 to eastbound US 278.
FISCAL IMPACT:
The contract fee is for materials and construction in the amount of \$6,759,191.91. Staff recommends a 20% contingency of \$1,351,838.38, bringing the project’s total cost to \$8,111,030.29. The funding for this project will be Bluffton Road Impact Fees account # 23020011-54500 with a balance of \$17,955,170.89.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements <i>Next Step: Move forward to County Council to award APAC Atlantic for IFB #062323 SC 170 Near-Term Improvements</i>

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE THE USE OF TRANSPORTATION IMPACT FEES TO RETAIN APAC Atlantic TO PROVIDE MATERIALS AND CONSTRUCTION FOR SC 170 NEAR TERM IMPROVEMENTS

WHEREAS, the SC 170 and US 278 corridors are some of the most heavily trafficked in Beaufort County; and

WHEREAS, the County desires to implement access management strategies to improve safety and traffic flow of these corridors; and

WHEREAS, the County wishes to contract APAC Atlantic, to construct the designed improvements to SC 170 and US 278. APAC Atlantic has submitted a contract fee of \$6,759,191.91 for the work. The County recommends a twenty percent contingency fee (\$1,351,838.38) for a total of \$8,111,030.29; and

WHEREAS, the County collects development impact fees in accordance with state law and Beaufort County Code of Ordinances, Chapter 82 - Impact Fees, for purposes such as the Construction of roadway improvements; and

WHEREAS, the County has a sufficient balance in the Road Facilities – Southern Beaufort County Service Area to pay for the projected expenses which are associated with the study.

NOW, THEREFORE, BE IT RESOLVED, that County Council hereby approves the expenditure of \$8,111,030.29 of road impact fees from the South of the Broad Service Area to retain APAC Atlantic to construct the improvements included in the SC 170 Near Term Improvements.

This Resolution shall be effective _____ day of _____, 2023.

Dated this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 13.



Project Name:	SC 170 Near Term Improvements
Project Number:	IFB 062323
Project Budget:	
Bid Opening Date:	23-Jun-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price	
APAC Atlantic	X	X	X	X	X	X	\$ 4,186,297.86	Bid A
							\$ 2,563,591.64	Bid B
							\$ 9,242.41	Additional Striping
							\$ 6,759,191.91	Total Project Total

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR TERM IMPROVEMENTS PROJECT IN THE COUNTY.
MEETING NAME AND DATE:
Public Facilities Committee – June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Engineering
ITEM BACKGROUND:
As a part of the Near-Term SC 170 improvements, Beaufort County CTC and staff worked with SCDOT to expedite their programmed pavement overlay work on US 278 and the US 278/SC 170 interchange ramps. This overlay work will enhance the SC 170 Near-Term project by providing drivers with better lane utilization and eliminating the merging condition that exists from the southbound SC 170 ramp to eastbound US 278. This item is the (IGA) to designate the SCDOT will fund their overlay and pavement marking work.
PROJECT / ITEM NARRATIVE:
This IGA allows Beaufort County to manage the improvements to US 278 and the US 278/SC 170 interchange ramps and defines the direct project costs that SCDOT will be responsible for as a part of the overall SC 170 Near-Term Project.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the execution of the Beaufort County and South Carolina Department of Transportation Intergovernmental Agreement for improvements to US 278 included in the SC 170 Near Term Improvements project.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the execution of the Beaufort County and South Carolina Department of Transportation Intergovernmental Agreement. (Move forward to County Council on July 10, 2023)

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH SCDOT FOR PAVEMENT OVERLAY AND PAVEMENT MARKING IMPROVEMENTS ON US278 AND INTERCHANGE RAMPS TO BE INCLUDED IN THE SC170 NEAR-TERM IMPROVEMENTS PROJECT IN THE COUNTY.

WHEREAS, the County has studied and designed improvements for SC170 from Okatie Center South to SC 462, known as the SC 170 Near-Term Improvement Project; and

WHEREAS, the County approached the SC Department of Transportation (SCDOT) about including pavement overlay and marking improvements, originally programmed in SCDOT’s FY24 budget, with the County’s Near-Term Improvement Project; and

WHEREAS, the two projects in tandem will provide capacity and safety benefits to the traveling public by eliminating the merge condition from southbound SC170 to eastbound US278 on top of the bridge; and

WHEREAS, SCDOT approved the inclusion of the pavement overlay and marking improvements to eastbound US278 as well as the ramps at the interchange to be included in the County’s SC170 Near-Term Improvement Project; and

WHEREAS, SCDOT wishes to enter into the Intergovernmental Agreement provided by SCDOT setting forth the respective responsibilities and obligations of the parties for budgetary purposes for the SC170 Near-Term Improvement Project.

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

- 1. County Council hereby approves entering into the Intergovernmental Agreement with SCDOT for the SC 170 Near-Term Project.**
- 2. The County Administrator is authorized to execute and deliver the Intergovernmental Agreement to the Bank and is authorized to execute and enter into any supplements or amendments to the Intergovernmental Agreement as may be necessary or helpful from time to time.**

This Resolution shall be effective _____ day of _____, 2023.

Dated this _____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BEAUFORT COUNTY
AND THE
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE
RESURFACING OF US 278 IN BEAUFORT COUNTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between Beaufort County (hereinafter referred to as “COUNTY”) and the South Carolina Department of Transportation (hereinafter referred to as “SCDOT”) (collectively “the Parties”).

WITNESSETH:

WHEREAS, COUNTY has undertaken a project to improve intersections along the US 278 and SC 170 corridor in Beaufort County; and

WHEREAS, SCDOT is planning to resurface US 278 and the associated ramps in Beaufort County as part of the 2024 Primary Pavement Improvement Program (hereinafter “the Project”); and

WHEREAS, the Parties and the public will be better served to have both of these projects under the same contract; and

WHEREAS, SCDOT is willing to allow COUNTY to deliver the Project under the same contract; and

WHEREAS, COUNTY is agreeable to providing its services in administering the Project on SCDOT’s behalf under the terms and conditions hereinafter set forth; and

WHEREAS, the Parties wish to set forth herein the terms of their relationship and the duties and obligations of each of them to accomplish the purposes set forth above;

NOW THEREFORE, in consideration of the mutual benefits accruing to each of them, the Parties agree as follows:

1. Term of the Agreement. This Agreement shall take effect upon its execution and shall terminate on the date the Project is completed and accepted by SCDOT. However, any claims or judgments received after termination relating to the Project shall survive the termination for the period of time provided by law.

2. Project Description. This Project is for the rehabilitation of US 278 and the associated ramps in Beaufort County, SC. A map of the Project area and Project details are included as Exhibit A, attached hereto and incorporated herein.

3. Encroachment Rights. SCDOT shall deliver possession of its highways to COUNTY in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right-of-way along the Project corridor as set forth below. This possession shall be delivered upon execution of this Agreement.

3.1 COUNTY shall notify SCDOT of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by SCDOT and on the Notice to Proceed date for construction, COUNTY and/or its agents will assume maintenance responsibilities for the Project.

3.2 Where applications for encroachment permits with regard to any segment of road covered by the Project are received by SCDOT, SCDOT will forward those applications to COUNTY within ten business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. COUNTY shall review the applications and return comments within ten business days.

3.3 From and after execution of this Agreement, SCDOT hereby grants COUNTY access to the Project corridor for the purposes of gathering field information necessary for accomplishing the Project.

4. Funding.

4.1 The Parties estimate the total cost for the Project to be approximately \$_____. Bid documents showing actual detailed bid pricing are included as Exhibit B, attached hereto and incorporated herein.

4.2 SCDOT is responsible for 100% of the cost of the Project.

4.3 COUNTY shall submit an invoice for the amount of the Project approximately 30 days after execution of this Agreement. SCDOT agrees to remit the invoiced amount to COUNTY within 30 days of receipt of invoice.

4.4 Cost Overruns. If it becomes apparent that the cost of the Project will exceed the funding available, COUNTY will provide SCDOT notice prior to the total expenditure of the available funds and will provide an estimate of the funds needed to complete the Project. COUNTY shall prepare an invoice for any additional amount necessary. Within 30 days of receiving the notice and invoice, SCDOT shall remit to COUNTY the additional funds needed to complete the Project. Until the additional funds are received by COUNTY, no work will be completed beyond that covered by available funds. If the additional funds needed to complete the Project are not available, SCDOT and COUNTY will mutually agree on a revision to the scope that can be completed within the available funds.

4.5 Cost Underrun. In the event the total Project cost is less than originally estimated, COUNTY will, within 30 days of the final completion and acceptance of the Project, refund any excess amount paid by SCDOT.

5. Project Administration.

5.1 Project Planning, Budgets, Schedules. COUNTY shall be responsible for all work to be performed pursuant to this Agreement. SCDOT will have the right to comment on COUNTY's scope of work, budget, and schedule for the Project. The Project shall be undertaken only upon SCDOT's written consent, which shall be deemed granted by execution of this Agreement.

5.2 Project Bidding and Award. Prior to execution of this Agreement, COUNTY will, according to its procurement practices, let and award a contract containing the Project for bids.

5.3 Project Management; Payments to COUNTY. COUNTY will administer the Project on behalf of SCDOT. SCDOT will designate a Project Manager to serve as the day-to-day contact for the Project. COUNTY shall be responsible for contract administration, inspections, sampling and testing of materials, the review and approval of payments and/or change orders, administration of construction for the Project, and any other related or necessary activities or functions. COUNTY shall perform all or any part of the work with its own forces or it may contract for any of the work or services with outside private or governmental consultants or contractors should it determine that such contracting would be more efficient or cost effective or would result in more expeditious completion of the Project.

COUNTY shall not exceed the budget for their services for the Project as noted elsewhere in this Agreement without further written consent from SCDOT.

5.4 Contracts; Contract Provisions; Contractor Payments. All contracts with contractors for construction of the Project shall be made in the name of COUNTY on behalf of SCDOT. All such contracts shall include written provisions that COUNTY will act as SCDOT's agent in administering the contracts and that the contractor shall conduct business with COUNTY as SCDOT's authorized agent. All contracts with third persons shall also include written provisions specifying that SCDOT will have no authority or responsibility for any aspect of the contract administration and further specifying that the contracting party shall acknowledge that all matters relating to the payment of any costs, invoices, charges, monetary claims, or judgments shall ultimately be the responsibility of COUNTY.

COUNTY shall process all Project invoices from consultants, contractors, or materialmen received by COUNTY for payment and make payment from funding remitted by SCDOT. Each invoice shall contain a certification by COUNTY's Construction Manager, or his designee, that the material or services for which payment is submitted have in fact been performed or delivered and incorporated into the Project, that such materials or services meet SCDOT standards, and that payment is due under the terms of the contract.

5.5 Construction Inspection, Sampling, and Testing. COUNTY shall provide field and laboratory services to include inspection, sampling, and testing in accordance with SCDOT and other applicable requirements, procedures, and guidelines. Field inspection services and sampling and testing services will be performed to determine compliance with the Project specifications, all applicable SCDOT and other applicable requirements, procedures, and guidelines. SCDOT reserves the right to inspect, sample, and test while the Project is underway.

6. Scope of Projects; Change Orders. COUNTY shall obtain the prior approval of SCDOT for any change order changing the scope of the Project or exceeding the Project budget. COUNTY shall promptly report the need for such proposed change order to SCDOT.

7. Communications; Project Reporting; Close-out Documents; Disputes.

7.1 Communications. The Parties agree that regular and thorough communication about the work is essential to successful Project completion. SCDOT's Project Manager and COUNTY's Construction Manager shall hold coordination meetings as may be necessary to discuss the Project. Coordination meetings shall be held at the request of SCDOT or COUNTY.

7.2 Project Reporting. COUNTY will provide periodic reports to SCDOT indicating the spending to date for construction completed. The report will also include milestone accomplishments and schedule updates.

7.3 Close-out Documents. Upon completion of the Project, COUNTY will provide SCDOT with the following:

7.3.1 As-built drawings. COUNTY shall provide, within 90 days after Project completion, two marked-up sets of final construction drawings reflecting the as-built condition based upon information provided by the construction contractor and verified by COUNTY.

7.3.2 Test reports.

7.3.3 Daily construction diaries.

7.3.4 Assignments to SCDOT of all contractors' payment and performance bonds in connection with the Project.

7.3.5 Releases, affidavits, or other proof of payment to indicate full payment of all claims by contractors, to include their subcontractors and suppliers.

7.3.6 If applicable, a letter to SCDOT stating that COUNTY has provided construction oversight for the Project and the workmanship and materials used in the Project are in conformance with the contract documents.

7.3.7 An assignment of any contractor or third-party warranties regarding the work. COUNTY shall take all steps necessary to transfer to SCDOT any manufacturer or third-party warranties of any materials or other services used in the Project. To the extent COUNTY's construction contractor warranties are obtained in connection with the Project, COUNTY shall assure that those warranties are assignable.

7.3.8 COUNTY warrants that it will perform the work necessary under this Agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of a similar nature.

8. Disputes. All claims or disputes shall be filed with SCDOT's District Engineering Administrator for District 6 and the Parties will meet to attempt to resolve the dispute or claim. If unable to resolve the dispute with the DEA, the Parties may appeal the claim or dispute to SCDOT's Deputy Secretary for Engineering. The decision of the Deputy Secretary for Engineering in the matter shall be final and conclusive for both Parties, subject to non-jury appeal to the Circuit Court in Beaufort County within 90 days of Project completion.

9. Default.

8.1 Events of Default and Remedies as to COUNTY. In the event COUNTY shall violate or fail to comply with any provision or obligation of this Agreement or shall fail or refuse to perform or deliver the services required hereunder as to the Project, and such refusal or failure shall continue for a period of 30 days, SCDOT may declare COUNTY to be in default of this Agreement. In such event, SCDOT, in its sole discretion may replace COUNTY and contract with or hire another private firm or governmental entity to provide the project management services hereunder or undertake such responsibilities on its own account. Provided, however, that SCDOT shall remain liable to COUNTY for payment for the services rendered prior to such termination that remain unpaid. In such event, to the extent allowable by law, COUNTY shall assign all licenses and permits obtained in its name necessary to complete the Project to SCDOT and SCDOT shall accept such assignments and become primarily obligated thereunder in the same manner and to the same extent as if SCDOT was the original permittee. COUNTY shall remain responsible for all costs associated with all third-party claims including contractor default claims or for costs of termination for convenience.

8.2 Events of Default and Remedies as to SCDOT. In the event SCDOT shall violate or fail to comply with any provision or obligation of this Agreement including the failure to make payments when due to COUNTY and such failure shall continue for a period of 30 days,

COUNTY may declare SCDOT to be in default of this Agreement and may seek remedies that may be available to COUNTY.

10. General Conditions: Waivers. No waiver of any event of default by COUNTY or SCDOT hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

11. Benefit and Rights of Third Parties. This Agreement is made and entered into for the sole protection and benefit of COUNTY, SCDOT, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner, including, but not limited to, any right to any disbursements at any time, any right to require the Parties to apply any portion of the amounts committed herein that have not been disbursed by them to the payment of any such claim, or any right to require the Parties to exercise any of their rights or powers under this Agreement or arising from any event of default of any kind by COUNTY or SCDOT. No other persons, firms, entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations set forth in this Agreement, any or all of which may be freely waived in whole or in part by the parties at any time, if in their sole discretion, they deem it desirable to do so.

12. Notices. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other Party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:

IGA-

COUNTY:

SCDOT:

13. Savings Clause. Invalidation of any one or more of the provisions of this Agreement by any tribunal of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and are intended by the Parties to remain, in full force and effect.

14. Execution in Counterparts. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

15. Authority to Execute. By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

[Signature blocks on next page]

IN WITNESS WEHREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

Witness

By: _____
(Signature)

Title: _____

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

Witness

By: _____
Deputy Secretary for Finance and Administration

EXHIBIT A
Map of the Project Area

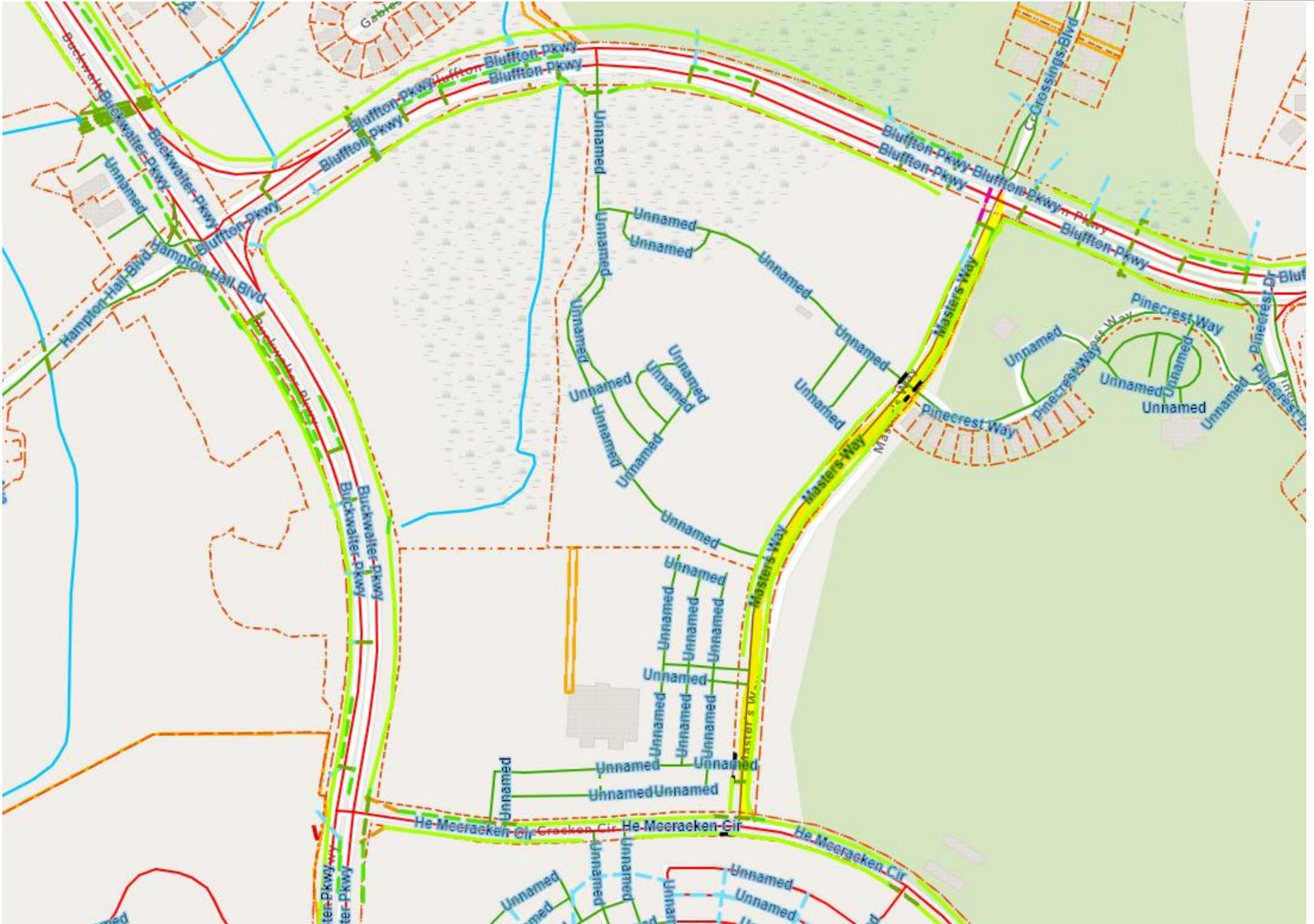
EXHIBIT B
Estimate of Costs



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
<i>Request for Private Road Acceptance of Master's Way</i>
MEETING NAME AND DATE:
Public Facilities & Safety Committee Meeting June 26, 2023
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil Desai, P.E. Public Works Director (5 Minutes)
ITEM BACKGROUND:
Policy Statements 15 and 17 and the County's posted Road Acceptance Procedures outline the process for private road acceptance into County Road Inventory.
PROJECT / ITEM NARRATIVE:
Master's Way is a paved road (~0.4 Mile) that was never officially accepted by Beaufort County once developed and ultimately ended up as an unclassified road in the forfeited land trust. Hilton Head Christian Academy needed to acquire Master's Way so their new school could be developed which included paying for the installation of a signal at the intersection of Master's Way and Bluffton Parkway. Master's Way is essentially a public road that services the public schools in council district 7. Neil Desai, the Public Works Director, has determined that the road is in decent shape, but anticipates rehabilitation/reworking in the next 3-5 years.
FISCAL IMPACT:
<i>Funded by Public Works Roads and Drainage South and/or C funds for future road work estimated at \$100,000.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Road Acceptance procedures outlined in Policy Statements 15 and 17 and the County's posted Road Acceptance Procedures have been met to either accept or deny Master's Way into the County Road Inventory.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to accept/deny Master's Way into County Road Inventory in accordance with Policy Statements 15 & 17 and County's posted Road Acceptance Procedures.</i> <i>A Majority Vote for Acceptance by Committee would move item forward to final acceptance by full County Council vote.</i>



Date

Beaufort County Right of Way Manager
2266 Boundary Street
Beaufort, SC 29902

Subject: Road Acceptance Letter

Dear Sir/Madam:

As the representative and point of contact for the property owners for Eagle Land Holding Company LLC, located in the Town of Bluffton, Beaufort County, it is requested that the County accept the right of way for this road as determined and include Master's Way in the County's maintenance inventory. My contact information is:

Name: Eagle Land Holding Company, LLC

Address c/o Hilton Head Christian Academy

Attn:

14 Masters Way 3088 Bluffton Plwy

City, State, Zip Code Bluffton, South Carolina 29910

Phone Number: 843-681-2878

Email Address: dlanghalsehca.org

Signature: 

BEAUFORT COUNTY, SOUTH CAROLINA
ROAD ACCEPTANCE APPLICATION

TO: Patty Wilson
Right of Way Manager
Beaufort County

FROM: Property Owner(s) of Masters Way (name of Private Road or Subdivision containing private road(s), Beaufort, SC

DATE: 4/17/23

We, the undersigned property owners with land adjoining the above referenced street/road, do hereby petition Beaufort County to accept this private road into the County Road System for scheduled maintenance and repair. We have read Beaufort County Policy Statements 15 and 17 and understand that:

1. This application will be presented to Beaufort County Council and if it is accepted we will be required to grant the County a 50' wide right-of-way, including the existing roadway **and** whatever additional land is required to assemble a 50' right-of-way, and existing or proposed drainage easements necessary for adequate drainage. By signing below, we hereby agree to do so.
2. By signing this petition, we are giving employees of Beaufort County permission to enter our property for the purpose of surveying the new right-of-way and any existing or proposed drainage easements.
3. One Hundred Percent (100%) of the owners of property which adjoins the right-of-way must sign this application in order for it to be presented to the Public Facilities Committee and County Council for consideration.
4. We understand that the road will be designated for public use.

Lowcountry Community Church of Beaufort County, Inc.

Name (Print)
JASON BEST / Jason Best

Name (Signature)
[Signature]

Address
801 Buckwalter Parkway
Bluffton, SC 29910
843-836-1101

City, State, Zip Code
843-836-1101

Day Time Phone Number/Email Address
Portion of Buckwalter Tract

Lot or Parcel Number

Name (Print)

Name (Signature)

Address

City, State, Zip Code

Day Time Phone Number/ Email Address

Lot or Parcel Number

Hilton Head Chrisitan Academy

Name (Print)

Name (Signature)
Doug LANGHANS / Doug Langhans

Address
11 Masters Way
Bluffton, SC 29910
843-681-2878

City, State, Zip Code

Day Time Phone Number/Email Address
Portion of Buckwalter Tract

Lot or Parcel Number

Name (Print)

Name (Signature)

Address

City, State, Zip Code

Day Time Phone Number/Email Address

Lot or Parcel Number

NOTE: Please return this application to:
Right of Way Manager
2266 Boundary Street
Beaufort SC 29902

From: [Desai, Neil](#)
To: [Wilson, Patricia](#)
Cc: [Bauer, Bryan](#)
Subject: RE: Master's Way
Date: Tuesday, May 23, 2023 12:35:57 PM
Attachments: [image002.jpg](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Patty,

I inspected Master's Way this morning. Road is in decent shape. The entrance near Bluffton Parkway is showing some fatigue/cracks. This could be due to the road being a patch work of turn lanes. It will need some sort of rehabilitation/reworking in next 3 to 5 years. That could be asphalt rejuvenator, thin lift or micro surfacing. This aligns with Bryan's assessment (below) from his inspection last week.

Neil,

I reviewed Masters Way last week and it appears to be in fairly good shape. I would think, if anything, it would be a candidate for microsurfacing or thin lift at some point in the next few years. I came up with an estimate of about 6,600 SY. A very conservative budget estimate would be about \$100,000. This price should include the mobilization, micro, crack seal, striping, and patching.

Thanks,

BRYAN BAUER, PE
Transportation Construction Manager
843-255-2706 | Office
843-441-9151 | Cell
www.beaufortcountysc.gov



Lastly, I am in agreement with his estimate for the proposed work.

Thanks,

Neil J. Desai, P.E.
Beaufort County
Public Works Director



From: Wilson, Patricia <pwilson@bcgov.net>
Sent: Tuesday, May 23, 2023 6:59 AM
To: Desai, Neil <nilesh.desai@bcgov.net>
Cc: Bauer, Bryan <frederick.bauer@bcgov.net>
Subject: RE: Master's Way

Good Morning Neil,
Any updates on Master's Way. I need to submit an agenda item before I go on vacation. Thanks!

Respectfully,

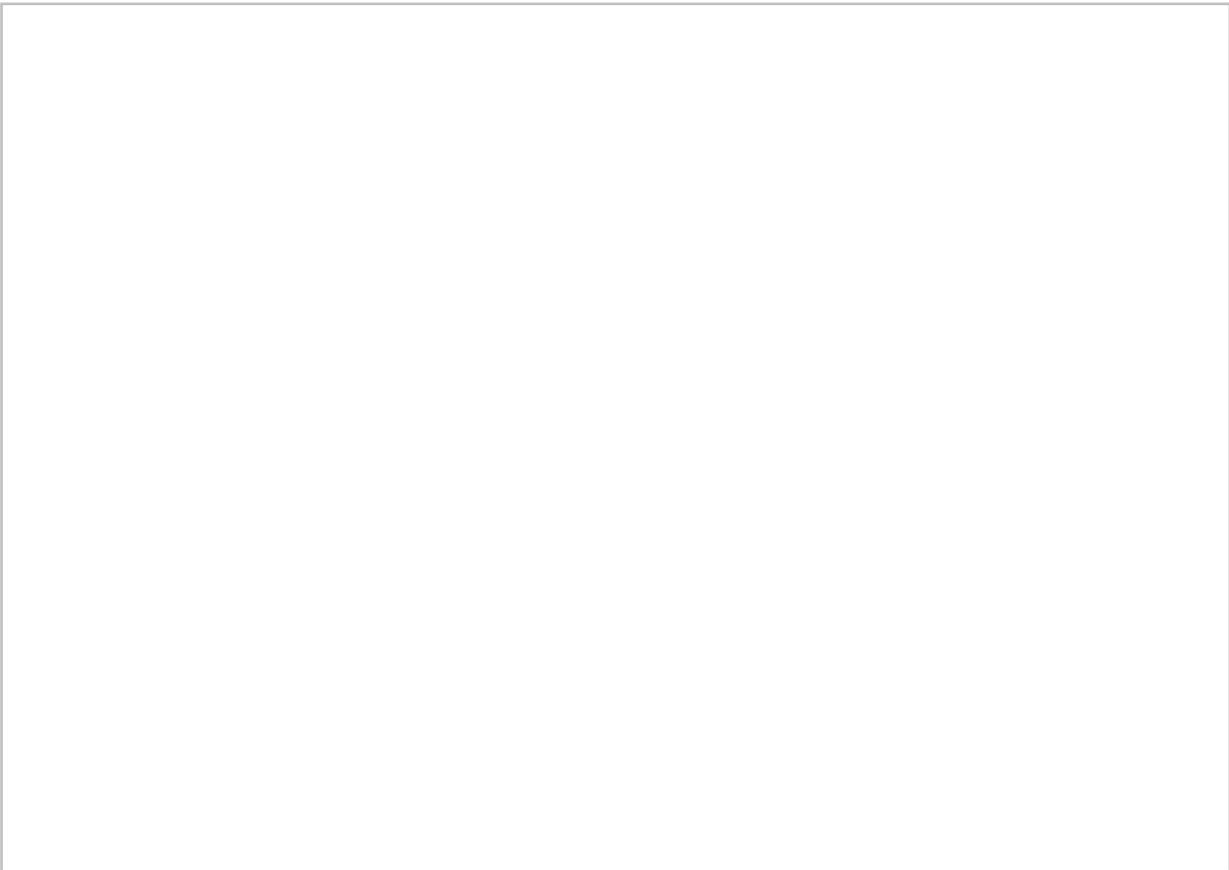
Patty Wilson

Right of Way Manager
Beaufort County
104 Industrial Village Rd, Bldg 3
Beaufort, SC 29902

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net

From: Wilson, Patricia
Sent: Thursday, May 18, 2023 11:41 AM
To: Desai, Neil <nilesh.desai@bcgov.net>
Subject: Master's Way

Hello Neil,
Jared has requested that I put Master's Way on PFSC for June. I believe the road is in good condition but I need a maintenance cost estimate to include on the agenda item. Please call me and we can discuss. Thanks!



Respectfully,

Patty Wilson
Right of Way Manager
Beaufort County
104 Industrial Village Rd, Bldg 3
Beaufort, SC 29902

843-255-2694 WK
843-812-1144 Cell
pwilson@bcgov.net



Walter Nester III
wnester@burr.com

Shelter Cove Executive Park
23-B Shelter Cove Lane
Suite 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3
Hilton Head Island, SC 29938

Office (843) 785-2171
Fax (843) 686-5991

BURR.COM

May 9, 2023

Jared Fralix, PE
Assistant County Administrator - Infrastructure
Beaufort County
Post Office Drawer 1228
Beaufort, SC 29901

Re: Masters Way, Bluffton, South Carolina
Our File Number: 2106837.0000017

Dear Jared:

I trust this correspondence finds you doing well. As you may know, we represent Hilton Head Christian Academy and I am contacting you concerning the road named "Master's Way" in Bluffton. Around the time of the acquisition of the land for the new Bluffton Christian Academy site by my client, the road Master's Way was also acquired. I understand that the road was owned by a private developer that either failed or abandoned the road by non-payment of taxes. I have enclosed a copy of the deed conveying title to Eagle Land Holding Company, LLC, which is a sole purpose entity created by the Christian Academy. It is my understanding that the acquisition of the road was for the purpose of ensuring that the school could be developed as planned. Development of the school site is complete and the school is open. Within the past year or so I understand that the Christian Academy paid for the installation of a signal at the intersection of Master's Way and the Bluffton Parkway.

Master's Way is essentially a public road and services the public school district. My client desires to offer the right-of-way known as Master's Way to the County and we are pleased to enclose their letter to the Beaufort County Right of Way Manager along with a completed Road Acceptance Application for the dedication of Masters Way to the County.

Sincerely,

Walter Nester
WJN/jls

Enclosures
cc: Brittany Ward, Esquire (w/enclosures)



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of award for RFP 050923 Disposal and Recycling Services for Construction and Demolition Debris and Bulky Waste for Beaufort County (\$250,000)
MEETING NAME AND DATE:
Public Facilities Committee - June 26 th , 2023
PRESENTER INFORMATION:
Jared Fralix, P.E. - ACA Infrastructure Neil Desai, P.E. – Public Works Director Time needed = 5 minutes
ITEM BACKGROUND:
RFP 050923 was advertised on Vendor Registry April 9th, 2023 and in the SC Business Opportunity Magazine and the Island Packet. The bid closed on May 9th, 2023. A selection committee received one proposal for review. The selected company will provide disposal services for construction and demolition and bulky waste services for residential waste brought to Beaufort County Convenience Centers.
PROJECT / ITEM NARRATIVE:
The selection committee rated each proposal based on the ability of the vendor to provide disposal services for Beaufort County. The services provided would cover the solid waste disposal fees of all residential disposal and recycling of construction and demolition debris and bulky waste brought to Beaufort County Convenience centers. The award will include an initial contract term for 3 years from July 1, 2023, to June 30, 2026, with the option for two additional annual renewals. The quantity estimated is 9,400 tons.
FISCAL IMPACT:
This is a unit rate contract- \$26.08 per ton. The estimated cost for the contract is \$250,000 and has been budgeted for FY24. The current funding account is 50100011-51166.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award for RFP 050923 to Waste Management.
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the recommendation of award for RFP 050923 to Waste Management. <i>(Next Step – Forward action to County Council for approval.)</i>

Estimated quantities, estimated x # tons at this amount.

REQUEST FOR PROPOSALS

DISPOSAL & RECYCLING SERVICES FOR CONSTRUCTION & DEMOLITION (C&D) DEBRIS & BULKY WASTE

RFP # 050923



Prepared by: Procurement Services

Dated: March 31, 2023

Proposal Due Date: May 9, 2023, 2023, 3:00PM (EST)



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. **RFP# 050923**
 CLOSING DATE AND TIME: **May 9, 2023, 3:00PM (EST)**
 PROPOSAL TITLE: **Disposal & Recycling Services for Construction & Demolition Debris**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **TUESDAY, April 11, 2023, at 2:00PM (EST)**. Please contact Victoria Moyer at victoria.moyer@bcgov.net. **All vendors are encouraged to attend.**

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **May 9, 2023 at 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Consultant, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

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



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

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

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

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

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

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843-255-2304 Telephone · E-mail: dthomas@bcgov.net

PROJECT PURPOSE

Beaufort County requests proposals from all interested firms, licensed in the State of South Carolina, experienced in the diversion, recycling and disposal of C&D and bulky waste.

BACKGROUND

Beaufort County residents deposit C&D at the nine County Collection Centers, and other bulky material at four of the Collection Centers. The waste collected at the County Collection Centers is placed in compactors with receivers or open top roll off containers. The waste is hauled by a contractor to designated disposal facilities. The collection and hauling of this material is not to be considered in this proposal.

In Fiscal Year 2022 the estimated quantity of materials received are as follows:

C&D Debris	9,000 tons
Bulky Waste	400 tons
Total solid waste	9,400 tons

***The County makes no guarantees or representations that the current annual tonnages will continue into the future.**

Three municipalities- City of Beaufort, Town of Bluffton and Town of Port Royal have contract services that provide residences with curbside solid waste collection. In addition, residents with large quantities of C&D debris and/or bulky waste are permitted to take material directly to the landfill or Collection Center. Beaufort County is seeking a contractor to accept C&D and bulky materials and manage it in a sustainable manner. Preference will be given to efforts of recycling such materials, when feasible. The proposer shall be responsible for the disposal of any non-recyclable material in a designated and permitted landfill.

SCOPE OF WORK

Beaufort County is seeking to partner with a firm that is experienced in accepting and disposing of bulky waste/C&D material and managing it in a sustainable manner. The Offeror shall be responsible but not limited to the following:

- Residential bulky items,
- Construction and demolition (C&D) debris,
- Waste from residents with large quantities of C&D debris delivered directly to the landfill or recycling facility for disposal/processing,
- All work shall conform to all local, State and Federal regulations.

NOTE: AWARD IS CONTINGENT UPON COUNTY COUNCIL APPROVAL OF FY24 APPROPRIATIONS

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit two separate files, to the Procurement Services Director by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. Both files must contain the Vendors name:
 - a. **Proposal Submittal Contents (items #1-#5 on page 6).**
 - b. **Exhibits A, B & D**
2. Statement of Award will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
 - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary:** Describe plan to provide requested infrastructure and plan of operations. Provide a summary of the proposed process. Describe the steps needed to develop a successful program.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications:** Describe the experience and qualifications of the team members. Provide a list of similar type projects completed within the last five (5) years, including contact information. Provide an organizational chart including sub-consultants and contractors. Provide a list of current contracts and manpower/equipment requirements to fulfill existing contractual requirements.
4. **List any exceptions, qualifications, or exclusions to this RFP:**
5. **Pricing information:** Complete the attached form in Exhibit D.

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary.
- Waive any or all formalities and technicalities.
- Approve, disapprove, or cancel all services associated with the project.

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Public Works Director.

Selection & Notification

The selected firm(s) will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services.
- Schedule for providing services.
- Cost of services.

Beaufort County Standards for Contracting

CHAPTER 1. TYPES OF SERVICES

- 1-1. Services

CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM

- 2-1. General
- 2-2. Objective
- 2-3. Qualifications-Based Selection Procedures
- 2-4. Selection Criteria

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

- 3-1. Mandatory Contract Provisions

CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES

- 5-1. Contract Requirements
- 5-2. Special Instructions

CHAPTER 1. TYPES OF SERVICES REQUIRED:

Beaufort County is seeking proposals to perform the following services:

- Residential bulky items
- Construction and demolition (C&D) debris
- Waste from residents with large quantities of C&D debris delivered directly to the landfill or recycling facility for disposal/processing
- All work shall conform to all local, State and Federal regulations.

CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM

2-1. GENERAL

Qualifications-based procedures require that a contract for recyclables processing and marketing services be awarded pursuant to a fair and open selection process based on the qualifications of the firms.

2-2. OBJECTIVE

Firms employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Firms shall be selected based on their qualifications and experience, with fees determined through negotiations following selection.

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Pricing structure of services and reasonableness of the proposed fees.
- b) Proposed disposal/recycling operations and work plan developed to meet the scope of services.
- c) Capability to provide services.
- d) Quality and breadth of experience with similar operations.

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3-1. MANDATORY CONTRACT PROVISIONS. All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to consultant contracts:

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
- b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the

- control of the consultant.
- c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
 - d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Firm shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and the subcontractor, and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request

for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.

- 5.0 AFFIRMATIVE ACTION: The Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME OFFEROR RESPONSIBILITIES: The Offeror will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Offeror to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Firm shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. The Firm shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Offeror/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:

- (A) Worker's Compensation Insurance – The Firm shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- (B) Commercial General Liability Insurance – The Firm shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Firm shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – The Firm shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) (Professional Services Only) – The Firm shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) Pollution Coverage – Vendor shall maintain a limit no less than \$1,000,000
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Firm/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Firm hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants,

employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Firm has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services Director has the right to terminate for default, if the Firm fails to make delivery of the supplies or perform the Work, or if the Firm fails to perform the Work within the time specified in the Agreement, or if the Firm fails to perform any other provisions of the Agreement.

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

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
 - 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
 - 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
 - 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The Offeror 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 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.

EXHIBIT B

CERTIFICATION BY OFFEROR

Regarding

NON-SEGREGATED FACILITIES

The Offeror 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, based on color, creed, national origin, and race. The Offeror 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 Offeror 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.

Offeror

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: **050923**

TITLE: **Disposal & Recycling Services for C&D & bulky waste**

OFFEROR: _____

		POINT RANGE	POINTS ASSIGNED
1.0	Pricing structure of services and reasonableness of the proposed fees.	0-25 Points	
2.0	Proposed disposal/recycling operations and work plan developed to meet the scope of services.	0-25 Points	
3.0	Capability to provide services.	0-25 Points	
4.0	Quality and breadth of experience with similar operations.	0-25 Points	
		TOTAL	

EXHIBIT D
Pricing Sheet

Beaufort County C&D and Bulky Waste Disposal Pricing	
Service	Cost per ton
Disposal-landfill	
Bulky waste	
C&D	
Recycling	
Bulky waste	
C&D	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of award for RFP 051023 Yard Waste Recycling for Beaufort County (\$185,000)
MEETING NAME AND DATE:
Public Facilities Committee - June 26 th , 2023
PRESENTER INFORMATION:
Jared Fralix, P.E. - ACA Infrastructure Neil Desai, P.E. – Public Works Director Time needed = 5 minutes
ITEM BACKGROUND:
RFP 051023 was advertised on Vendor Registry April 10 th , 2023 and in the SC Business Opportunity Magazine and the Island Packet. The bid closed on May 10 th , 2023. A selection committee received four proposals for review. The two selected companies will provide yard waste disposal services for residential yard debris brought to the Beaufort County Convenience Centers.
PROJECT / ITEM NARRATIVE:
The selection committee rated each proposal based on the ability of the vendors to provide yard waste disposal services for Beaufort County. The services provided would cover the recycling of all residential yard waste brought to Beaufort County Convenience centers. Similar to current operations, staff has decided to award the contract to two different vendors in order to provide continuity of service to the citizens of Beaufort County. The awards will include an initial contract term for 3 years each from July 1, 2023, to June 30, 2026, with an option for two additional annual renewals each. Based on previous year's data, the estimated quantity amount is 4,800 tons of yard waste per year.
FISCAL IMPACT:
These are unit rate contracts. The total estimated cost for both contracts is approximately \$185,000. This has been budgeted for in FY24. The current funding account is 50100011-51167.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award of RFP 051023 Yard Waste Recycling to both Green Recycle Resources and Oliver's Clean Burn.
OPTIONS FOR COUNCIL MOTION:
Motion to approve /deny the recommendation of award for RFP 051023 Yard Waste Recycling both to Green Recycle Resources and Oliver's Clean Burn. <i>(Next Step – Forward action to County Council for approval.)</i>

REQUEST FOR PROPOSALS

Yard Waste Recycling for Beaufort County

RFP # 051023



Prepared by: Procurement Services

Dated: March 31, 2023

Proposal Due Date: May 10, 2023



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. **RFP# 051023**
 CLOSING DATE AND TIME: **May 10, 2023, 3:00PM (EST)**
 PROPOSAL TITLE: **Yard Waste Recycling for Beaufort County**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

There will be a **non-mandatory** Pre-Proposal meeting held virtually on **Wednesday April 12, 2023 at 2:00PM (EST)**. Please contact Victoria Moyer at victoria.moyer@bcgov.net. **All vendors are encouraged to attend.**

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **May 10, 2023 at 3:00PM (EST)**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal must be signed by an official authorized to bind the Consultant, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

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



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

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

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

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

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

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843-255-2304 Telephone · E-mail: dthomas@bcgov.net

PROJECT PURPOSE

To increase the recycling of yard waste and other organic debris, Beaufort County requests proposals from all interested firms, licensed in the State of South Carolina, experienced in the sustainable diversion, recycling and disposal of organic materials.

BACKGROUND

Beaufort County residents deposit yard waste/organic debris at nine collection centers. The waste collected at the County Collection Centers is placed in compactors with receivers or open top roll off containers. The waste is hauled by a contractor to designated disposal facilities. The collection and hauling of this material is not to be considered in this proposal. In Fiscal Year 2022 the reported quantity of yard waste received at Collection Centers totaled 4,724 tons.

Three municipalities- City of Beaufort, Town of Bluffton and Town of Port Royal have contract services that provide residences with curbside solid waste collection. The contracts for City of Beaufort and Town of Port Royal services residents with curbside collection of yard waste. In Fiscal Year 2022 the reported quantity of yard waste received from municipal curbside collections totaled ~4,000 tons.

***The County makes no guarantees or representations that the current annual tonnages will continue into the future.**

In an effort to abide by the recommendations from SC DHEC in the *2022 Annual Solid Waste & Recycling Report* Beaufort County is seeking a contractor to accept yard waste and organic debris and manage it in a sustainable manner. Preference will be given to efforts of recycling as outlined by SC DHEC: composting, mulching, boiler fuel, or used as alternative daily cover.

SCOPE OF WORK

Beaufort County is seeking to partner with a firm that is experienced in accepting and disposing of yard waste and managing it in a sustainable manner. The Offeror shall be responsible but not limited to the following:

- Yard waste transported from the Beaufort County Collection Centers
- Residential yard waste collected curbside within unincorporated areas of the County
- Residential yard waste collected within the municipalities of the County
- Waste from residents with large quantities of yard waste delivered directly to the recycling facility for disposal/processing.
- All work shall conform to all local, State and Federal regulations.

NOTE: Proposers must be aware that yard waste collected at County Convenience Centers occasionally may contain small amounts of MSW. The Contractor will be expected to screen / separate any MSW and dispose of the material at no additional cost to the County. The County will make every effort to limit such occurrences. Any incidents which are considered to be excessive, the Contractor shall immediately notify the Beaufort County Solid Waste Coordinator, or assigned representative, and a resolution will be agreed upon by both parties. Additionally, proposers should be also aware that yard waste is collected at curbside by some of the municipalities in plastic bags for disposal. Those streams will be directed for Class II landfill disposal instead of recycling.

NOTE: AWARD IS CONTINGENT UPON COUNTY COUNCIL APPROVAL OF FY24 APPROPRIATIONS

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit two separate files, to the Procurement Services Director by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. Both files must contain the Vendors name:
 - a. **Proposal Submittal Contents (items #1-#5 on page 6).**
 - b. **Exhibits A, B & D**
2. Statement of Award will be posted on Vendor Registry.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
 - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary:** Describe plan to provide requested infrastructure and plan of operations. Provide a summary of the proposed process. Describe the steps needed to develop a successful program.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications:** Describe the experience and qualifications of the team members. Provide a list of similar type projects completed within the last five (5) years, including contact information. Provide an organizational chart including sub-consultants and contractors. Provide a list of current contracts and manpower/equipment requirements to fulfill existing contractual requirements.
4. **List any exceptions, qualifications, or exclusions to this RFP:**
5. **Pricing list:** Complete the attached form in Exhibit D.

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary.
- Waive any or all formalities and technicalities.
- Approve, disapprove, or cancel all services associated with the project.

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Public Works Director.

Selection & Notification

The selected firm(s) will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services.
- Schedule for providing services.
- Cost of services.

Beaufort County Standards for Contracting

CHAPTER 1. TYPES OF SERVICES

- 1-1. Services

CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM

- 2-1. General
- 2-2. Objective
- 2-3. Qualifications-Based Selection Procedures
- 2-4. Selection Criteria

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

- 3-1. Mandatory Contract Provisions

CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES

- 5-1. Contract Requirements
- 5-2. Special Instructions

CHAPTER 1. TYPES OF SERVICES REQUIRED:

Beaufort County is seeking proposals to perform the following services:

- Receive/dispose of transported yard waste from the Beaufort County Collection Centers.
- Receive/dispose of residential yard waste collected curbside within unincorporated areas of the County.
- Receive/dispose of residential yard waste collected within the municipalities of the County.
- Receive/dispose of waste from residents with large quantities of yard waste delivered directly to the recycling facility for disposal/processing.

CHAPTER 2. PROCEDURES FOR SELECTION OF FIRM

2-1. GENERAL

Qualifications-based procedures require that a contract for recyclables processing and marketing services be awarded pursuant to a fair and open selection process based on the qualifications of the firms.

2-2. OBJECTIVE

Firms employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Firms shall be selected based on their qualifications and experience, with fees determined through negotiations following selection.

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a) Pricing structure of services and reasonableness of offeror's proposed fees.
- b) Proposed disposal/recycling methods and work plan is developed to meet the scope of services.
- c) Capability to provide services and proposed schedule.
- d) Qualifications and capacity of offeror, demonstrated through references and qualifications of key personnel with regard to similar services.

CHAPTER 3. CONTRACT FORMAT AND PROVISIONS

3-1. MANDATORY CONTRACT PROVISIONS. All contracts involving State or Federal funds must contain the applicable procurement standards in 49 CFR 18.36. Listed below are those provisions which pertain to consultant contracts:

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
- b. Contracts over \$10,000 shall contain suitable provisions for termination by the sponsor, including how it will be affected and the basis for settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the

- control of the consultant.
- c. All negotiated contracts shall include provisions to the effect that sponsors, the Federal Department of Transportation, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.
 - d. In addition to the requirements contained in 49 CFR Section 23, Participation by Minority Business Enterprises in Department of Transportation Programs, and AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, current edition, the Title VI, and Disadvantaged Business Enterprise Assurances in Appendix 1 shall be included in each contract.

CHAPTER 4. BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Firm shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Firm. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Firm. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and the subcontractor, and without the fault or negligence of either of them, the Firm shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Firm to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S PROPOSALS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request

for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.

- 5.0 AFFIRMATIVE ACTION: The Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME OFFEROR RESPONSIBILITIES: The Offeror will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Offeror to be the sole point of contact with regard to contractual matters.
- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Offeror shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Firm shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. The Firm shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Offeror/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:

- (A) Worker's Compensation Insurance – The Firm shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
- (B) Commercial General Liability Insurance – The Firm shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Firm shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – The Firm shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The Firm shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Firm/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 INDEMNITY:

The Firm hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Firm has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Services Director has the right to terminate for default, if the Firm fails to make delivery of the supplies or perform the Work, or if the Firm fails to perform the Work within the time specified in the Agreement, or if the Firm fails to perform any other provisions of the Agreement.

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

17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
- 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
- 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the Request for PROPOSALS should be bound in a single volume where practical. All documentation submitted with the Request for PROPOSALS should be bound in that single volume.
- 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's PROPOSALS.
- (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.

- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for PROPOSALS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

The Offeror 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 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.

EXHIBIT B

CERTIFICATION BY OFFEROR

Regarding

NON-SEGREGATED FACILITIES

The Offeror 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, based on color, creed, national origin, and race. The Offeror 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 Offeror 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.

Offeror

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: **042823** TITLE: **Yard Waste Recycling for Beaufort County**

OFFEROR: _____

		POINT RANGE	POINTS ASSIGNED
1.0	Pricing structure of services and reasonableness of offeror's proposed fees.	0-25 Points	
2.0	Proposed disposal/recycling method and work plan is developed to meet the scope of services.	0-25 Points	
3.0	Capability to provide services and proposed schedule.	0-25 Points	
4.0	Qualifications and capacity of offeror, demonstrated through references and qualifications of key personnel with regard to similar services.	0-25 Points	

EXHIBIT D
Pricing Sheet

Beaufort County Yard Waste Disposal Cost	
Service	Cost per ton
Yard waste disposal type (compost, mulching, boiler fuel, cover)	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to award RFP 030723 Debris Management Contracting Services (CERES -Primary and Crowder Gulf - Secondary contractor).
MEETING NAME AND DATE:
Public Facilities Committee – June 26 th , 2023 @ 3pm
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Engineering (5 min)
ITEM BACKGROUND:
RFP 030723 was advertised for 30 days and had a deadline of March 7 th , 2023 Pre-proposal meeting with potential vendors took place on February 21 st , at 2 pm. Secondary Contractor Interviews were held on April 27 th .
PROJECT / ITEM NARRATIVE:
Debris Management Contracting Services RFP 030723 for resulting from an emergency event that may require debris removal operations or other services requested. Scoring was so close for a secondary contractor that a secondary interview was held for the 2 nd and 3 rd scores.
FISCAL IMPACT:
The fiscal impact can not be determined as there may or may not be a need for the services each year. If the contract is activated, at a minimum would cost \$2 million. Account to be utilized would be the reserve funds for emergency events.
STAFF RECOMMENDATIONS TO COUNCIL:
To award CERES, RFP 030723 for Debris Management Contracting Services and Crowder Gulf as secondary contracting services.
OPTIONS FOR COUNCIL MOTION:
Approve/deny recommendation for award to CERES for (Primary Contractor) and Crowder Gulf (Secondary) for Debris Contracting Services, RFP # 030723. <i>Next Step: Move forward to County Council to approve/deny the award for CERES and Crowder Gulf for RFP # 030723.</i>

REQUEST FOR PROPOSALS

Debris Management Contracting Services for Beaufort County RFP # 030723



Prepared by: Public Works

Dated: February 6, 2023

Proposal Due Date: March 7, 2023



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. RFP 030723

CLOSING DATE AND TIME: March 7, 2023

PROPOSAL TITLE: Debris Management Contracting Services for Beaufort County

You are invited to submit a qualification statement, in accordance with the requirements of this solicitation which are contained herein.

There will be a Pre-Proposal meeting on Teams on Tuesday February 21, 2023 at 2:00 pm. Please contact Victoria Moyer at Victoria.Moyer@bcgov.net to receive your invite. All vendors are encouraged to attend.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department through Vendor Registry no later than **March 7, 2023** at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

The proposal statement must be signed by an official authorized to bind the Contractor, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of qualifications. **Proposals must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register your company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposals will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposals will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFQ document.

All responses must adhere to the following guidelines:

- Firms are encouraged to submit responses as soon as possible. Responses are received in a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing (if applicable), and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should also be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

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



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

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

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

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

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

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 O Beaufort, SC 29901-1228
843-255-2304 Telephone E-mail: dthomas@bcgov.net

BACKGROUND

Beaufort County is located in the southeast region of South Carolina. The County spans approximately 923 square miles, is comprised of 7 major sea islands, and is the home of 189,000 residents.

Per the requirements by FEMA, Beaufort County shall be prepared in advance for natural disasters.

PROJECT PURPOSE

Beaufort County requests PROPOSALS from all interested consulting firms, licensed in the State of South Carolina, with demonstrated experience in providing disaster debris removal, reduction, and disposal. Experience shall also include marine debris removal from waterways.

The purpose of the RFP is to determine the most qualified firm to provide contracting services in preparation for natural disasters and other debris-generating events. Upon being awarded a contract the firm shall provide services in the event of a disaster or emergency; the firm shall service the County first and respond no later than 36 hours prior to the estimated landfall, and be on-call to provide all support to ensure the safety and well-being of all residents and visitors. A primary and secondary contract shall be awarded.

SCOPE OF WORK

Beaufort County Public Works- Disaster Recovery would like a qualified firm to demonstrate its ability to perform the services outlined within this document.

The firm shall provide a proposal for disaster debris removal, reduction, disposal, and other emergency cleanup services following a debris-generating event. Such events are classified as but are not limited to- tropical storm systems, tornados, windstorms, floods, fires, or other natural and man-made disasters. Debris removal work shall consist of cleaning and removing all eligible debris both on land and in waterways.

The firm shall also demonstrate the ability for staying current with all FEMA and agencies' guidelines and regulations. The firm shall demonstrate its ability to advise the County to ensure maximum financial recovery which will include pre-event coordination and ongoing assistance throughout an event. The firm shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. The Contractor is ultimately responsible for ensuring the eligibility of debris and should not rely upon debris monitor determinations. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

Work will include: 1) examining debris to determine whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved DEBRIS MANAGEMENT site(s) or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by

the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1.0, Emergency Road Clearance

Under this element, work shall consist of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

1.1 Eligible ROW Vegetative Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the County ROW to a County approved DEBRIS MANAGEMENT SITE or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

For the purposes of this contract, Eligible Vegetative Debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

1.1.1 Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DEBRIS MANAGEMENT SITE or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

1.1.2 Entry onto private property for the removal of Eligible Vegetative Debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

1.2 Eligible ROW C&D or MSW Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Approved DEBRIS MANAGEMENT SITE site or County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The County would prefer than any C&D or MSW collected from the ROW be direct hauled to a final disposal facility. To the extent that the non-vegetative debris stream is deemed to be Municipal Solid Waste (MSW) by local, state, or federal regulatory agency, all pricing shall remain the same except final disposal costs.

For the purposes of this contract, Eligible C&D Debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

1.2.1 Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

1.2.2 Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

1.3 Eligible Demolition, Removal and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to demolish Eligible structures on private property within the jurisdictional limits of the County. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

1.3.1 Removal and transportation of Eligible demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

1.3.2 Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

1.3.3 Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

1.3.4 The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition of structures (such as obtaining demolition permits, etc.)

1.4 DEBRIS MANAGEMENT SITE(s) Management, Operations and Reduction Through Grinding

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT Site(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DEBRIS MANAGEMENT SITE(s) layout and ingress and egress plan must be approved by the County Debris Manager.

1.4.1 The management of DEBRIS MANAGEMENT SITE(s) includes selection of sites and assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and DHEC. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

1.4.2 Contractor is responsible for operating the DEBRIS MANAGEMENT SITE(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and DHEC guidelines.

1.4.3 Debris at DEBRIS MANAGEMENT SITE (s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

1.4.4 Contractor shall obtain, install, and operate scales for weighing incoming debris. Contractor shall be required to keep maintenance and calibration records in accordance with applicable State and Federal regulatory requirements Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

1.4.5 All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT SITE(s).

1.4.6 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE (s) utilities such as, but not limited to, water, lighting and portable toilets.

1.4.7 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.

1.4.8 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.

1.4.9 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT SITE(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

1.4.10 Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

1.4.11 Contractor is responsible for providing twenty-four (24) - hour DEBRIS MANAGEMENT SITE(s) security.

a. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

b. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Supplemental Provisions, Debris Site Tower Specifications).

c. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features.

Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

1.5 DEBRIS MANAGEMENT Site(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT site(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, DHEC and any other applicable regulatory agencies as required prior to commencement of reduction activities. DEBRIS MANAGEMENT site(s) layout and ingress and egress plan must be approved by the County Debris Manager.

1.5.1 The management of DEBRIS MANAGEMENT site(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and DHEC. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.

1.5.2 Contractor is responsible for operating the DEBRIS MANAGEMENT site (s) in accordance with OSHA, EPA and DHEC guidelines.

1.5.3 Debris at DEBRIS MANAGEMENT site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

1.5.4 Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery

of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

1.5.5 All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT site(s).

1.5.6 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) utilities such as, but not limited to, water, lighting and portable toilets.

1.5.7 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

1.5.8 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

1.5.9 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

1.5.10 Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

1.5.11 Contractor is responsible for providing twenty-four (24) -hour DEBRIS MANAGEMENT site(s) security and fire tender.

1.5.12 Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

1.5.13 Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Supplemental Provisions, Debris Site Tower Specifications).

1.5.14 Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

1.6 DEBRIS MANAGEMENT Site(s) Management, Operations and Reduction Through Controlled Open Burning

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DEBRIS MANAGEMENT site(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of Eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, DHEC and any other applicable regulatory agencies as required prior to commencement of reduction activities. DEBRIS MANAGEMENT site(s) layout and ingress and egress plan must be approved by the County Debris Manager.

1.6.1 The management of DEBRIS MANAGEMENT site(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, EPA and DHEC. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

1.6.2 Contractor is responsible for operating the DEBRIS MANAGEMENT site(s) in accordance with OSHA, EPA and DHEC guidelines.

1.6.3 Debris at DEBRIS MANAGEMENT site(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

1.6.4 Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five business days of notice to proceed with ROW hauling operations. Contractor shall provide a sufficient number of scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that scales are required, additional certified scales must be operational within 5 business days of the County's request. The County may also elect to utilize cubic yard rates measured via Contractor provided debris site towers.

1.6.5 All un-reduced storm debris must be staged separately from reduced debris at the DEBRIS MANAGEMENT site(s).

1.6.6 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) utilities such as, but not limited to, water, lighting and portable toilets.

1.6.7 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

1.6.8 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) dust control and erosion control such as, but not limited to, an operational water truck and silt fencing

1.6.9 Contractor is responsible for all associated costs necessary to provide DEBRIS MANAGEMENT site(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

1.6.10 Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a TSDF.

1.6.11 Contractor is responsible for providing twenty-four (24) -hour DEBRIS MANAGEMENT site(s) security and fire tender.

1.6.12 Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).

1.6.13 Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See pages 25-26, Debris Site Tower Specifications).

1.6.14 Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

1.7 Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D or mulch existing at a County approved DEBRIS MANAGEMENT site(s) to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

1.8 Removal of Eligible Hazardous Trees and Limbs

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured four and a half feet (4.5) from the ground and Eligible hazardous limbs two (2) inches or greater in diameter at the point of breakage existing on the County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and a half feet (4.5) from the ground (chest height), will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

1.8.1 Eligible hazardous trees will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1.8.2 The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.

1.8.3 Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.

1.8.4 The tree has a split trunk that exposes heartwood.

1.8.5 Eligible hazardous limbs will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor. Removal and placement of Eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1.8.6 The limb is two (2) inches or greater in diameter at the point of breakage.

1.8.7 The limb is still hanging in a tree and threatening a public-use area.

1.8.8 The limb is located on improved public property.

1.9 Removal of Eligible Hazardous Stumps

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DEBRIS MANAGEMENT site or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four

(24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope

of services item 2.

1.9.1 Eligible hazardous stumps will be identified by the County's designated monitoring firm in conjunction with the County's debris removal contractor or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1.9.2 Fifty percent (50%) or more of the root ball is exposed.

1.9.3 The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table, page 59).

The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

2.0 Eligible Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW.

2.1 The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

2.2 All HHW shall be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County shall be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

3.0 Eligible Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vehicles in areas identified and approved by the County. The removed Eligible vehicles will be hauled to a County approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

4.0 Eligible Abandoned Vessel Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of Eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

5.0 Eligible ROW White Goods Debris Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transportation of Eligible white goods from the ROW to a designated County approved DEBRIS MANAGEMENT site. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DEBRIS MANAGEMENT site to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor’s licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any white goods containing spoiled foods.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of South Carolina, yet are accepted for recycling.

5.1 The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

5.2 The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

6.0 Eligible E-waste Item Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all Eligible E-waste Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

7.0 Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor shall coordinate activities with the Beaufort County Dept. of Animal Services and the Beaufort County Health Dept.

8.0 Disposal of Eligible Vegetative Debris

8.1 Under this element, work shall consist of providing all necessary labor equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.

8.2 Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County’s request and certified scales must be operational within 5 business days of the County’s request.

8.3 Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor’s site.

8.4 Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. Weight tickets and load tickets will be reviewed and verified by the

County’s debris monitoring firm. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

8.5 Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

9.0 Disposal of Eligible Construction and Demolition Debris

9.1 Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Construction and Demolition Debris in accordance with all applicable local, state, and federal laws.

9.2 Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County’s request and certified scales must be operational within 5 business days of the County’s request.

9.3 Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor’s site.

9.4 Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

9.5 Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

10.0 Disposal of Eligible Municipal Solid Waste (MSW)

10.1 Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Municipal Solid Waste in accordance with all applicable local, state, and federal laws.

10.2 Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County’s request and certified scales must be operational within 5 business days of the County’s request.

10.3 Contractor shall be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor’s site.

10.4 Contractor shall provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor shall provide a written report matching weigh ticket number with load ticket number and other applicable information.

10.5 Operating hours shall be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11.0 Cradle to Grave – ROW Vegetative Debris

11.1 Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 2, 5, 8, and 17.

12.0 Cradle to Grave – ROW C&D Debris

12.1 Under this element, work shall consist of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 5 (if required), 8 (if required), and 18.

13.0 Cradle to Grave – ROW MSW Debris

13.1 Under this element, work shall consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the collection, transport, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws. Scope shall include all elements of Scope items 3, 5 (if required), 8 (if required), and 19.

Supplemental Provisions

1.0 Mobilization

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. The Contractor shall provide a representative to the County Public Works Coordination Center prior to a mandatory evacuation of the County. It shall be the Contractor's responsibility to maintain regular contact with the County prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Beaufort County Public Works Office within eight hours or immediately as conditions allow after the event for mobilization orders. Within 72 hours following the disaster event, the Contractor shall have obtained 50% of the resources requested by the County. Within 120 hours following the disaster event, the Contractor shall have obtained 100% of the resources requested by the County. The County reserves the right to retain additional Contractors to the extent deemed necessary.

2.0 Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

3.0 Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

4.0 Designated Work Area

The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Ways (ROW), County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program

Eligible roadways, the Contractor will be required to provide crews separate from those providing County ROW debris removal services. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways. The County Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

5.0 Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

6.0 Storage and Disposal of Debris

Contractor shall deliver all disaster related debris to County approved Temporary Debris Storage and Reduction (DEBRIS MANAGEMENT) sites or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations.

The County will provide the Contractor with potential DEBRIS MANAGEMENT site locations. However, at the time of contract activation, the County sites may not be available. As a result, the County may task the Contractor with identifying additional DEBRIS MANAGEMENT sites or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DEBRIS MANAGEMENT sites to their original condition prior to site use. DEBRIS MANAGEMENT site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DEBRIS MANAGEMENT site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DEBRIS MANAGEMENT site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and DHEC.

All DEBRIS MANAGEMENT and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DEBRIS MANAGEMENT site operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect DEBRIS MANAGEMENT sites, verify quantities and review operations at any time.

7.0 Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DEBRIS MANAGEMENT site(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to

insure safety for both workers and visitors to DEBRIS MANAGEMENT site(s) and debris collection sites. Safety at DEBRIS MANAGEMENT site(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

8.0 Use of Local Resources

As per FEMA regulations, the Contractor(s) shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers.

9.0 On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

10.0 Equipment

10.1 All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

10.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).

10.3 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DEBRIS MANAGEMENT site or a County Designated Final Disposal Site.

10.4 Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.

10.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

10.6 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

10.7 The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed

by the County.

11.0 Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DEBRIS MANAGEMENT site(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

12.0 Rapid Response Crew

Contractor(s) shall be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

13.0 Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites shall be conducted on a twenty-four (24) hour, seven (7) days a week basis.

14.0 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the County, as liquidated damages, the following:

14.1 The Contractor shall pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Task Order.

14.2 The Contractor shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

14.3 The Contractor shall pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

14.4 The Contractor shall pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

14.5 The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

15.0 Damages

The Contractor(s) shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

16.0 Existing Utilities

16.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

16.2 The Contractor(s) shall make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

17.0 Debris Site Tower Specifications

17.1 The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DEBRIS MANAGEMENT site is of significant distance that the representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

17.2 The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 5, 6 and 7.

17.3 Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris

Manager due to unsuitable conditions at the tower.

18.0 Ownership of Debris

All debris residing in the County ROW and County provided DEBRIS MANAGEMENT site(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

19.0 Environmental Protection

19.1 Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

19.2 The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

19.3 The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

19.4 The Contractor(s) shall document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DEBRIS MANAGEMENT site(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

20.0 Documentation and Measurement

All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DEBRIS MANAGEMENT sites or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County- authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor shall provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement in order to verify weights and volumes.

20.1 The Contractor(s) is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.

Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as anger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use. The County may authorize the monitoring firm to use automated debris management system (ADMS) technology to monitor and document debris removal work.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DEBRIS MANAGEMENT site or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.

20.2 The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours or as conditions allow in advance of field work. Additionally, the contractor shall provide a daily dispatch to the County and monitoring firm by 5:00PM the day prior. The daily dispatch will include the trucks and crews assigned to work the next day as well as their start locations.

21.0 Payment

21.1 The County, or its authorized representative will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.

21.2 Mileage determinations (point of collection to DEBRIS MANAGEMENT or County Designated Final Disposal Site) shall be determined by use of a widely-accepted mapping program (such as Google Maps). The County shall determine allowances for variances such as DEBRIS MANAGEMENT sites where the point of site address is a significant distance from the tower or scale house.

21.3 Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).

21.4 Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

21.5 No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

21.6 The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

21.7 Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received by the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

21.8 Any revenues resulting from the sale of recyclable materials (mulch, scrap metal, etc.) under this contract shall be off set against the charges billed to the County.

21.9 Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

21.10 In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA or FHWA, unless the County HAS otherwise agreed to in writing.

21.11 The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type With Operator & Fuel	Hourly Equipment Rate
Air Curtain Burner, Self-Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckle boom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	

Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 2.5 CY	
Wheel Loader, 3.5 – 4.0 CY	
Wheel Loader, 4.5 CY	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flag person	
Bonded and Certified Security Personnel	
Other – Please List	

Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

Complete the attached Unit Rate Price Schedule (Schedule 2) and turn in with your Proposal.

Also see the Stump Conversion Table for your use. Figure 1.

Schedule 2- UNIT RATE PRICE SCHEDULE		
Reference to RFP Scope of Services Items 2 through 22. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or difference services. Proposers can elect to "No Bid" individual service offerings.		
2 Eligible ROW Vegetative Debris Removal		\$ Per Cubic- Yard
Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45 miles or greater		
3 Eligible ROW C&D or MSW Debris Removal		\$ Per Cubic- Yard
Work consists of the collection and transportation of Eligible C&D or MSW Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
4 Eligible Demolition, Removal, and Transport of Structures		\$ Per Cubic- Yard
Work consists of the demolition of Eligible Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
5 DEBRIS MANAGEMENT Site Management and Reduction through Grinding		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through grinding. Contractor shall provide certified scales and/or debris site towers as requested by County.		
6 DEBRIS MANAGEMENT Site Management and Reduction of Debris Through Air Curtain Incinerators		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by County.		
7 DEBRIS MANAGEMENT Site Management and Reduction of debris through Controlled Open Burning		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by County.		
8 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site		\$ Per Cubic- Yard
Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DEBRIS MANAGEMENT site to a County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45- 59.99 miles		
60 miles or greater		

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE		
Reference to RFP Scope of Services Items 2 through 22. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same of different services. Proposers can elect to "No Bid" individual service offerings.		
2 Eligible ROW Vegetative Debris Removal		\$ Per Cubic- Yard
Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45 miles or greater		
3 Eligible ROW C&D or MSW Debris Removal		\$ Per Cubic- Yard
Work consists of the collection and transportation of Eligible C&D or MSW Debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
4 Eligible Demolition, Removal, and Transport of Structures		\$ Per Cubic- Yard
Work consists of the demolition of Eligible Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.		
0-29.99 miles		
30-59.99 miles		
60-89.99 miles		
90-119.99 miles		
120-149.99 miles		
150-179.99 miles		
180 miles or greater		
5 DEBRIS MANAGEMENT Site Management and Reduction through Grinding		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through grinding. Contractor shall provide certified scales and/or debris site towers as requested by County.		
6 DEBRIS MANAGEMENT Site Management and Reduction of Debris Through Air Curtain Incinerators		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by County.		
7 DEBRIS MANAGEMENT Site Management and Reduction of debris through Controlled Open Burning		\$ Per Cubic- Yard
Work consists of managing and operating DEBRIS MANAGEMENT sites and reducing Eligible disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by County.		
8 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site		\$ Per Cubic- Yard
Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DEBRIS MANAGEMENT site to a County Designated Final Disposal Site.		
0-14.99 miles		
15-29.99 miles		
30-44.99 miles		
45- 59.99 miles		
60 miles or greater		

9 Removal of Eligible Hazardous Trees and Limbs	\$ Per Tree	
Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the County ROQ for collection under the terms and conditions of Scope of Services Element 2, Eligible ROW Vegetative Debris Removal.		
6 inch to 12.99 inch diameter		
13 inch to 24.99 inch diameter		
25 inch to 36.99 inch diameter		
37 inch to 48.99 inch diameter		
49 inch to larger diameter		
Hanger Removal (per tree)		
10 Removal of Eligible Hazardous Stumps	\$ Per Stump	
Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DEBRIS MANAGEMENT site or County Designated Final Disposal Site. Contractor to backfill all stump holes.		
24 inch to 36.99 inch diameter		
37 inch to 48.99 inch diameter		
49 inch to larger diameter		
11 Eligible Household Hazardous Waste Removal, Transport and Disposal	\$ Per LB	
Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.		
12 Eligible Abandoned Vehicle Removal	\$ Per Unit	
Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.		
13 Eligible Abandoned Vessel Removal	\$ Per Unit	
Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.		
Vessels less than 22 linear feet		
Vessels 22 linear feet and greater		
14 Eligible ROW White Goods Debris Removal	\$ Per Unit	
Work consists of the removal of Eligible White Goods from the ROW to a designated County approved DEBRIS MANAGEMENT site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.		
Refrigerators and freezers requiring refrigerant recovery and decontamination		
Washers, dryers, stoves, ovens, AC units, and hot water heaters		
15 Eligible Ewaste Item Removal	\$ Per Unit	
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.		
16 Eligible Dead Animal Carcasses	\$ Per Pound	
Work consists of the recovery and disposal of dead animal carcasses.		
17 Disposal of Eligible Vegetative Debris		\$ Per Cubic - Yard
Work consists of the sanitary disposal of Eligible Vegetative Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
18 Disposal of Eligible Construction and Demolition Debris		\$ Per Cubic- Yard
Work consists of the sanitary disposal of Eligible Construction and Demolition Debris in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
19 Disposal of Eligible Municipal Solid Waste		\$ Per Cubic- Yard
Work consists of the sanitary disposal of Eligible Municipal Solid Waste in a licensed, permitted disposal facility in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		

20 Cradle to Grave: ROW Vegetative Debris		\$ Per Cubic- Yard
Work consists of ROW collection, transportation, reduction via grinding, DEBRIS MANAGEMENT operations, haul-out, and final disposal into a licenced, permitted disposal facilitiy in accordance with local, state, and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
21 Cradle to Grave: ROW C&D Debris		\$ Per Cubic- Yard
Work consists of ROW collection, compaction, transportation, DEBRIS MANAGEMENT operations (if required), haul-out (if required), and final disposal into a licensed, permitted disposal facility in accordance with local, state and federal law. All final disposal facilities shall be approved by the County Debris Manager.		
22 Cradle to Grave: ROW MSW Debris		\$ Per Cubic- Yard
Work consists of ROW collection, compaction, transportation, DEBRIS MANAGEMENT operations (if required), , and final disposal into a licensed, permitted disposal facility in accordance with local, state and federal law. All final disposal facilities shall be approved by the County Debris Manager.		

Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (cubic yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

PROPOSAL SUBMISSION INSTRUCTIONS

Electronically submit your file, to the Procurement Director by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. The file must contain the Vendors name:

- a. **Proposal Submittal Contents (items #1-#4 on page 31).**
- b. **Schedule 1 Hourly Rate and Labor Price Schedule**
- c. **Schedule 2 Unit Rate Price Schedule**
- d. **Exhibits A & B**

2. The Statement of Award will be posted on Vendor Registry.

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

4. Questions

a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry

b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.

c. Selection Committee members SHALL NOT be contacted during the RFQ process.

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

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout the development stages of the planning.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from the evaluation of data through County approval of the final plan. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar types of projects completed within the last five (5) years. Provide an organization chart including sub-consultants and contractors.
4. **List any exceptions, qualifications, or exclusions to this RFP:**

**ALL OTHER PAGES SHALL REMAIN PART OF THE RFQ
BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.**

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all contractors and re-advertise if deemed necessary
 - Waive any or all formalities and technicalities
 - Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more other firms to provide some or all of the professional services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

Selection & Notification

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one or the other highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

- 1.0 EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 S.C. LAW CLAUSE: Upon award of a contract under this Request for QUALIFICATIONS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for QUALIFICATIONS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for QUALIFICATIONS. The Procurement Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for QUALIFICATIONS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for QUALIFICATIONS or to the contract.
- 5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFQ. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFQ is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for QUALIFICATIONS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Director and with a special notation naming Beaufort County as an additional insured on the liability coverage . Minimum coverage shall be as follows:
- a. Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/

\$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.

- b. Comprehensive Automobile Liability Insurance (if going on-site at any time) - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- c. ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- d. Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.

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

The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

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

14.0 INDEMNITY:

The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

15.1 The performance of Work under the Agreement may be terminated by the Procurement Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

15.2 The Procurement Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination.

Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Request for QUALIFICATIONS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR QUALIFICATIONS: Request for QUALIFICATIONS, amendments thereto, or withdrawal requests received after the time advertised for Request for QUALIFICATIONS opening will be void, regardless of when they were mailed.
- 3.0 PREPARATION OF REQUEST FOR QUALIFICATIONS
- 3.1 All Requests for QUALIFICATIONS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for QUALIFICATIONS, or if the Request for QUALIFICATIONS fails to conform to the essential requirements of the RFQ, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for QUALIFICATIONS.
- 3.2 Request for QUALIFICATIONS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the Request for QUALIFICATIONS should be bound in a single volume where practical. All documentation submitted with the Request for QUALIFICATIONS should be bound in that single volume.
- 3.4 If your Request for QUALIFICATIONS includes any comment over and above the specific information requested in our Request for Request for QUALIFICATIONS (RFQ), you are to include this information as a separate appendix to your Request for QUALIFICATIONS.
- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFQ, an amendment will be provided to all offerors who received the original Request for Request for QUALIFICATIONS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for QUALIFICATIONS to the County, after the Request for QUALIFICATIONS opening. Discussions may be conducted with responsible offerors, who submit Request for QUALIFICATIONS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for QUALIFICATIONS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:

- (A) Determine in greater detail such offeror's QUALIFICATIONS.
 - (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: Contractors shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. however, the right is reserved to reject any and all Request for QUALIFICATIONS received, and in all cases the County will be the sole judge as to whether an offeror's Request for QUALIFICATIONS has or has not satisfactorily met the requirements of this RFQ.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFQ, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as "Confidential" each part of their Request for QUALIFICATIONS, which they consider containing proprietary information.**
- 10.0 DEVIATIONS: Any deviations from the requirements of this RFQ must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for QUALIFICATIONS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for QUALIFICATIONS are listed.

- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for QUALIFICATIONS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
 - (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- 14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or
- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
 - (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

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, QUALIFICATIONS, 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 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.

EXHIBIT B

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, based on 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.

Contractor

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: **030723**

TITLE: Debris Management Contracting Services

OFFEROR: _____

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the needs presented by the proposal.	0-10 Points	
2.0	Soundness of contractor's approach to the needs presented by the project, including contractor's methodology for achieving specific tasks and objectives.	0-20 Points	
3.0	Experience and capacity of offeror, including recent and related experience.	0-20 Points	
4.0	Qualifications of project personnel and contractor's ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.	0-20 Points	
5.0	Cost effectiveness and reasonableness of contractor's proposed fee.	0-30 Points	
		Total Points	

Debris Management Contracting Services										
RFP 030723										
Summary Score Sheet										
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company				
	Ceres Environmental	Crowder Gulf	SDR	DRC Emergency Services	TRF Enterprises	CTC				
Cobb	89	87	87	81	86	65				
Hoffman	92	79	88	83	80	79				
Miller	90	82	66	68	78	60				
Desai	73	62	66	60	53	56				
Wilhelm	94	89	88	85	78	76				
TOTALS:	438	399	395	377	375	336				
1. Ceres Environmental	438									
2. Crowder Gulf	399									
3. SDR	395									

Debris Management Contracting Services		
RFP 030723		
Summary Score Sheet		
Evaluators	Name of Company	Name of Company
	Crowder Gulf	SDR
Cobb	88	85
Hoffman	100	63
Miller	92	69
Desai	68	62
Wilhelm	91	83
TOTALS:	439	362
2. Crowder Gulf	439	
3. SDR	362	



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to award RFP 030823 Debris Management Monitoring Services to Tetra Tech.
MEETING NAME AND DATE:
Public Facilities Committee – June 26 th , 2023 @ 3pm
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Infrastructure (5 min)
ITEM BACKGROUND:
RFP 030823 was advertised for 30 days and had a deadline of March 8 th , 2023 Pre-proposal meeting with potential vendors took place on February 22 nd , 2023 at 2 pm.
PROJECT / ITEM NARRATIVE:
Debris Management Monitoring Services RFP 030823 for resulting from an emergency event that may require debris monitoring services of the debris contractor.
FISCAL IMPACT:
The fiscal impact can not be determined as there may or may not be a need for the services each year. If the contract is activated, at a minimum would cost \$2 million. Account to be utilized would be the reserve fund for emergency events
STAFF RECOMMENDATIONS TO COUNCIL:
To award Tetra Tech RFP 030823 for Debris Management Monitoring Services.
OPTIONS FOR COUNCIL MOTION:
Approve/deny recommendation for award to Tetra Tech for Debris Management Monitoring Services RFP # 030823. <i>Next Step: Move forward to County Council to approve/deny the award for Tetra Tech for RFP # 030823.</i>

REQUEST FOR PROPOSALS

DEBRIS MANAGEMENT MONITORING SERVICES

FOR BEAUFORT COUNTY

RFP # 030823



Prepared by: Procurement Services

Dated: February 6, 2023

Proposal Due Date: March 8, 2023



COUNTY COUNCIL OF BEAUFORT COUNTY
PROCUREMENT SERVICES DEPARTMENT

106 Industrial Village Road, Bldg. 2 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

PROPOSAL NOTICE NO. **RFP 030823**

CLOSING DATE AND TIME: **March 8, 2023 at 3:00pm**

PROPOSAL TITLE: **Debris Management Monitoring Services for Beaufort County**

You are invited to submit a proposal, in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be submitted to the Procurement Services Department no later than **3:00pm on March 8, 2023**, at which time respondents to this request will be recorded in the presence of one or more witnesses. RFP received by the Procurement Services Department after the time specified will not be considered. Due to the possibility of negotiation with all respondents, the identity of any respondents or the contents of any proposal shall not be public information until after the contract award is made; therefore, the public is not invited to the proposal closing.

There will be a Pre-Proposal meeting held virtually on **February 22, 2023 at 2:00pm**. Email victoria.moyer@bcgov.net to receive your meeting invite.

The proposal must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the closing date for submission of proposal. **Proposal must be submitted through Vendor Registry by going to the County Website at www.beaufortcountysc.gov and register as a vendor. There is no cost to register you company. This will allow you to submit your RFP electronically.**

All submittals (see Submission Requirements) received in response to this Request for Proposal will be rated by a Selection Committee, based upon the Evaluation Form contained within this RFP. If the best proposal respondent is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of the top two rated firms shall be required.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified firms, or to cancel in part or in its entirety this solicitation, if it is in the best interests of the County to do so.

“Original Signed”

Dave Thomas
 Procurement Services Director
 (843) 255-2304

IMPORTANT ELECTRONIC SUBMITTAL INSTRUCTIONS

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

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Request for Proposal will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on the cover page of this RFP document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as one file if possible. If it is necessary to have more than one upload, pricing, and signed acknowledgements, etc. are to be in the first upload and the Pricing Information should also be in the second, with each titled accordingly. If you have a problem with your upload, you may contact Vendor Registry at 844-802-9202 or cservice@vendorregistry.com**

COUNTY COUNCIL OF BEAUFORT COUNTY

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



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

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

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

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

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

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 O Beaufort, SC 29901-1228
843-255-2304 Telephone E-mail: dthomas@bcgov.net

BACKGROUND

Beaufort County is located in the southeast region of South Carolina. The County spans approximately 923 square miles, is comprised of 7 major sea islands, and is the home of 189,000 residents. Per the requirements by FEMA, Beaufort County shall be prepared in advance for natural disasters.

PROJECT PURPOSE

Beaufort County requests PROPOSALS from all interested consulting firms, licensed in the State of South Carolina, with demonstrated experience in providing disaster debris removal, reduction, and disposal monitoring services. Experience shall also include marine debris removal monitoring from waterways. The purpose of the RFP is to determine the most qualified firm to provide monitoring services in preparation for natural disasters and other debris-generating events. Upon being awarded a contract the firm shall provide monitoring services in the event of a disaster or emergency; the firm shall service the County first and respond no later than 36 hours prior to the estimated landfall and be on-call to provide all support to ensure the safety and well-being of all residents and visitors.

SCOPE OF WORK

Disaster Debris Monitoring Services

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Services may include but are not limited to:

- a. Coordinating daily briefings, work progress, staffing and other key items with the County.
- b. Scheduling work for all team members and contractors on a daily basis.
- c. Hiring, training, scheduling, and managing field staff.
- d. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- e. Assisting the County with responding to public concerns and comments.
- f. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- g. Entering load tickets into a database application.
- h. Digitizing of source documentation (such as load tickets).
- i. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- j. Developing daily operational reports to keep the County informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission of the County for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

Emergency Management Planning, Training, and Staff/Equipment Augmentation

As directed by the County Debris Manager the Consultant shall provide:

- a. Development of a debris management plan- including identification of an adequate number of debris site locations. Staff training as necessary.
- b. Procurement assistance for debris removal contractors and associated services.
- c. Hazard mitigation plan and programs.
- d. Other emergency management plans and documents as directed by the County.
- e. Staff and equipment to support the County in various functional areas as required following an emergency event.
- f. Other consulting serves as requested by the County.

Grant Management Consulting Services

As directed by the County, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

PROPOSAL SUBMISSION INSTRUCTIONS

1. Electronically submit files to the Procurement Services Director by using the Vendor Registry process through our County Website at www.beaufortcountysc.gov. Files must contain the Vendors name:
 - a. **Proposal Submittal Contents (items #1-#4 on page 7)**
 - b. **Fee Schedule**
 - c. **Exhibits A&B**
2. Offeror (s) will be emailed a copy of the Statement of Award.
3. Prohibition of Gratuities: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
4. Questions
 - a. Submit questions you have, at least ten (10) calendar days prior to proposal closing date to Vendor Registry
 - b. Answers to questions received that would change and/or clarify this solicitation will be provided be posted on Vendor Registry as addendum.
 - c. Selection Committee members SHALL NOT be contacted during the RFP process.
5. In order to do business with the Beaufort County, vendors must register with Procurement Services through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals, and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County, go to www.beaufortcountysc.gov and go to the Procurement Services Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

PROPOSAL SUBMITTAL CONTENTS

To achieve a uniform review process and allow for adequate comparability, the information is to be organized in the manner specified below and the entire package must not exceed 15 double-sided printed pages excluding Exhibit A and B, cover pages and tabs.

1. **Executive Summary**: Objectives of the project, scope of work, and related issues which must be addressed throughout development stages of the planning.
2. **Work Plan and Scheduling** – A summary of tasks to be performed from evaluation of data through installation of equipment. Include a timeline of key milestone dates to include overall durations for each major task.
3. **Experience and Qualifications**: Experience and qualifications of the team members, with an emphasis on similar type projects completed within the last five (5) years. Provide an organizational chart including sub-consultants and contractors.
4. **List any exceptions, qualifications, or exclusions to this RFP**

ALL OTHER PAGES SHALL REMAIN PART OF THE RFP

BY REFERENCE AND IT IS NOT NECESSARY TO RETURN THESE ITEMS.

Reserved Rights

The County shall not be responsible for any of the costs associated with responding to this request and all submitted materials shall become the property of the County. Furthermore, the County expressly reserves the right and options to:

- Reject any or all proposals and re-advertise if deemed necessary
- Waive any or all formalities and technicalities
- Approve, disapprove, or cancel all services associated with the project

The County has yet to decide whether to select one or more firms to provide some or all of the services described in this document. All selected firms will perform such services under the direct supervision of the Beaufort County Engineer.

Selection & Notification

The selected firms will be given written notification of being selected by the County. This work may be awarded in whole or in part at the sole discretion of the County. The County will negotiate and execute a contract with the selected firm(s) prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with the next highest ranked firm. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms:

- Detailed scope of services
- Schedule for providing services
- Cost of services

TYPES OF SERVICES REQUIRED:

Disaster Recovery- Monitoring of storm debris removal, debris management, debris site management, debris disposal and marine debris removal and disposal. Other services include reporting requirements and a pre-season kickoff meeting.

PROCEDURES FOR SELECTION OF CONSULTANT

2-1. GENERAL

Qualifications-based procedures require that a contract for services be awarded pursuant to a fair and open selection process based on the qualifications of the firms. The fees for such services are established following selection of a firm through a negotiation process to determine a fair and reasonable price.

2-2. OBJECTIVE

Vendors employed for work on projects shall be responsible and possess the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as integrity, record of past performance, extent of experience with the type of services required by the sponsor, technical resources, and accessibility to other necessary resources.

2-3. QUALIFICATIONS-BASED SELECTION PROCEDURES. Offeror shall be selected based on their qualifications and experience, with fees determined through negotiations following selection. **The highest ranked offerors shall be selected, and price proposals shall be negotiated with one or more of the firms identified through the qualifications-based selection procedure.**

2-4. SELECTION CRITERIA. Criteria include, but are not limited to, the following:

- a. Demonstrated understanding of the needs presented by the proposal.
- b. Soundness of consultant's approach to the needs presented by the project, including consultants' methodology for achieving specific tasks and objectives.
- c. Experience and capacity of offeror, including recent and related experience.
- d. Qualifications of project personnel and consultant's ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.
- e. Reasonableness of Consultant's fee in relation to the Scope

BEAUFORT COUNTY STANDARD CLAUSES**CONTRACTUAL REQUIREMENTS**

- 1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- 2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this Request for PROPOSALS, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed Request for PROPOSALS the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.
- 3.0 **OFFEROR'S PROPOSALS**: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this Request for PROPOSALS. The Procurement Services Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.
- 4.0 **OFFEROR RESPONSIBILITY**: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Request for PROPOSALS. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint themselves with existing conditions shall in no way relieve him of any obligation with respect to this Request for PROPOSALS or to the contract.
- 5.0 **AFFIRMATIVE ACTION**: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.
- 6.0 **PRIME CONTRACTOR RESPONSIBILITIES**: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

- 7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.
- 8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
- 9.0 PERFORMANCE AND PAYMENT BONDS: (*NOT Required for Professional Services*) The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of Request for PROPOSALS, Performance and Payment Bonds. Contractor shall provide and pay the cost of a both bonds. The Bonds shall be in the amount of one hundred percent (100%) the contract, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
- 10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
- 11.0 BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
- 12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
- 13.0 INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, Contractor/Vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Procurement Services Director and with a special notation naming Beaufort County as an additional insured on the liability coverage. Minimum coverage shall be as follows:
- (A) Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

- (B) Commercial General Liability Insurance – Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: \$1,000,000 Each Occurrence/ \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.
- (C) Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$500,000 COMBINED SINGLE LIMIT.
- (D) ADDITIONAL INSURANCE REQUIREMENT: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of \$2,000,000
- (E) Professional Liability (Errors & Omissions) – The vendor shall maintain a limit no less than \$1,000,000 per occurrence.
- (F) The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
- (G) The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.
- (H) The information described above sets forth-minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor’s liability.

14.0 INDEMNITY:

The Contractor/ Vendor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney’s fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

15.0 TERMINATION FOR DEFAULT:

- 15.1 The performance of Work under the Agreement may be terminated by the Procurement Services Director, in accordance with this clause, in whole or in part, in writing, whenever the Director of Procurement Services shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
- 15.2 The Procurement Services Director has the right to terminate for default, if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

- 16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.
- 17.0 TERMINATION FOR NON-APPROPRIATIONS: Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County.

SPECIAL INSTRUCTIONS

- 1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Procurement Services Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Department not later than ten (10) days prior to the Request for PROPOSALS opening date. A review of such notifications will be made.
- 2.0 RECEIPT OF REQUEST FOR PROPOSALS: Request for Proposals, amendments thereto, or withdrawal requests received after the time advertised for Request for Proposals opening will be void.
- 3.0 PREPARATION OF REQUEST FOR PROPOSALS
- 3.1 All Requests for PROPOSALS should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's Request for PROPOSALS, or if the Request for PROPOSALS fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the Request for PROPOSALS.
- 3.2 Request for PROPOSALS should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Request for PROPOSALS should be in a single document where practical. All documentation submitted with the Request for PROPOSALS should be included in that single document.
- 3.4 If your Request for PROPOSALS includes any comment over and above the specific information requested in our Request for Request for PROPOSALS (RFP), you are to include this information as a separate appendix to your Request for PROPOSALS.

- 4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Request for PROPOSALS. The County shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Procurement Services Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.
- 6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their Request for PROPOSALS to the County, after the Request for PROPOSALS opening. Discussions may be conducted with responsible offerors, who submit Request for PROPOSALS determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.
- Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of Request for PROPOSALS, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:
- (A) Determine in greater detail such offeror's PROPOSALS.
 - (B) Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - (C) Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
 - (D) Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose Request for PROPOSALS is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all Request for PROPOSALS received, and in all cases the County will be the sole judge as to whether an offeror's Request for PROPOSALS has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained

in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. **All offerors, therefore, must visibly mark as “Confidential” each part of their Request for PROPOSALS, which they consider containing proprietary information.**

- 10.0 DEVIATIONS: Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 11.0 ALTERNATES: Innovative alternative Request for PROPOSALS is encouraged, provided however, that they are clearly identified as such and all deviations from the primary Request for PROPOSALS are listed.
- 12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or Request for PROPOSALS therefore.
- 13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.
- 14.0 PROTEST PROCEDURES
- 14.1 Right to Protest: Any actual or prospective bidder, offeror, or contractor, who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Procurement Services Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 14.2 Authority to Resolve Protest: The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.
- 14.3 Decision: If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision, in writing within ten (10) days. The decision shall,
- (A) State the reasons for the action taken; and
- (B) Inform the protestant of its right to administrative review as provided in this Section.
- 14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

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

- (A) Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.
- (B) Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

EXHIBIT A**Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion**

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 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.

EXHIBIT B

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, based on 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.

Proposer

(Signature)

Name and Title of Signer

Date

EXHIBIT C

EVALUATION FORM

DATE: _____

RFP#: _____ TITLE: _____

EVALUATOR: _____

OFFEROR: _____

Proposals will be judged on the final criteria:

		POINT RANGE	POINTS ASSIGNED
1.0	Demonstrated understanding of the needs presented by the proposal.	0-25 Points	
2.0	Soundness of consultant’s approach to the needs presented by the project, including consultant’s methodology for achieving specific tasks and objectives.	0-20 Points	
3.0	Experience and capacity of consultant, including recent and related experience.	0-20 Points	
4.0	Qualifications of project personnel and consultant’s ability to commit a capable staff and support for a project of this size and under the time constraints as listed in the RFP.	0-20 Points	
5.0	Consultant’s reasonableness of fee in relation to the scope	0-15 Points	
		Total Points	

Debris Management Monitoring Services					
RFP 030823					
Summary Score Sheet					
Evaluators	Name of Company	Name of Company	Name of Company	Name of Company	Name of Company
	<u>Debris Tech</u>	<u>Rostan Solutions</u>	<u>Tetra Tech</u>	<u>Thompson Consulting</u>	<u>Witt O'Briens</u>
Christmas	65	75	80	75	80
Cobb	75	95	95	97	81
Desai	50	64	76	71	56
Hoffman	86	85	97	92	80
Wilhelm	86	81	97	93	83
TOTALS:	362	400	445	428	380
1. Tetra Tech	445				
2. Thompson Consulting	428				
3. Rostan Solutions	400				



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of Contract Award to Beaufort Construction of SC, LLC for Construction Services to construct a warehouse expansion of the Voters Registration Building on 15 John Galt Road.
MEETING NAME AND DATE:
Public Facilities & Safety Committee on June 26, 2023
PRESENTER INFORMATION:
Eric W. Larson, CIP Director (5 Minutes)
ITEM BACKGROUND:
On May 23, 2023 bids were received by the Purchasing Services for the construction of the warehouse expansion at Voters Registration. Only one qualified bid was received with Beaufort Construction of SC, LLC in the amount of at \$358,000.00
PROJECT / ITEM NARRATIVE:
The staff of Voters Registration desire to expand the warehouse on the rear of the building to accommodate storage of voting machines and provide space for both set up and maintenance. The scope involves an 1,800 sq. ft. addition and relocation of the loading dock and associated site work.
FISCAL IMPACT:
Funding comes from the CIP Fund in the amount of \$529,527. The total funds requested is the bid amount plus a 10% contingency (\$358,000.00 + \$35,800.00 = \$393,800.00)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the contract award to Beaufort Construction of SC, LLC
OPTIONS FOR COUNCIL MOTION:
Motion to approve, or deny, the contract award to Beaufort Construction of SC, LLC in the total amount of \$358,000.00 plus \$35,800.00 contingency for the construction of the warehouse expansion. Move forward to Council for approval.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 20.



Project Name:	Voters Registration Building Addition
Project Number:	IFB 052323
Project Budget:	
Bid Opening Date:	23-May-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Beaufort Construction of SC	X	X	X	X	X	X	\$ 358,000.00

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Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of Contract Award to C.E. Bourne & Co., Inc. for Construction Services to renovate the interior and install a new HVAC system in the MC Riley Pool in Bluffton.
MEETING NAME AND DATE:
Public Facilities and Safety Committee on June 26, 2023
PRESENTER INFORMATION:
Eric Larson, CIP Director (5 Minutes)
ITEM BACKGROUND:
On June 14, 2023 a proposal was received by the Capital Projects Department for the construction of Phase II renovations at MC Riley Pool. C.E. Bourne & Co., Inc., in partnership with Tremco Incorporated, submitted a bid of \$1,950,200.00. The proposal and contract utilizes the statewide cooperative contracting mechanism Omnia.
PROJECT / ITEM NARRATIVE:
Parks and Recreation wishes to replace the HVAC system and construct interior renovations of the MC Riley Pool. This includes enclosing the pool with unmovable panels and create a climate-controlled environment to maximize the efficiency of the new HVAC system.
FISCAL IMPACT:
Funding comes from 10401600-54436, Parks and Recreation. Engineer's estimate was \$1,916,369.20. The total funds requested is the bid amount plus a 10% contingency (\$1,950,200 + \$195,000.00 = \$2,145,200.00)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the contract award to C.E. Bourne & Co., Inc. and Tremco Incorporated
OPTIONS FOR COUNCIL MOTION:
Motion to approve, or deny, the contract award to C.E. Bourne & Co., Inc., via Tremco Incorporated using the Omnia Cooperative contract program in the total amount of \$1,950,200 plus \$195,000.00 contingency for the construction of the MC Riley Pool Phase II renovations. Move forward to Council for approval.



C.E. Bourne & Co., Inc.

P.O. BOX 614, GREENWOOD, SC 29648
PHONE (864) 223-0188
FAX (864) 223-6516

June 14, 2023

Mr. Eric Larson
Beaufort County
100 Ribaut Road
Beaufort, SC 29902

Re: MC Riley Pool Renovations Bluffton, SC

Mr. Larson,

We are pleased to quote the above referenced project per RMF Engineering. Our price covers all of the divisions listed and includes OMNIA fees, all material, labor, insurance, landfill costs, and proper supervision to successfully complete this job per the following scope of work.

Divisions Included

- Division 1 General Requirements
- Division 2 Demolition & Site Work
- Division 3 Concrete
- Division 4 Masonry
- Division 5 Structural Misc. Steel
- Division 6 Carpentry
- Division 7 Thermal & Moisture Protection
- Division 8 Doors & Windows
- Division 9 Finishes
- Division 10 Specialties
- Division 15.2 Plumbing
- Division 15.3 HVAC
- Division 16 Electrical

Total Cost: \$1,950,200.00

Please advise, so we can proceed with obtaining job/work order from OMNIA.

If you have any questions or concerns, please give me a call at (864) 910-1361. Thank you for the opportunity to quote this project.

Sincerely,
C.E. Bourne & Co., Inc.

Ted S. Bourne

Ted S. Bourne



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of Contract Award to Titan Construction Management for Construction Services to construct Phase 1 repairs to the Spanish Moss Trail bridge near The Technical College of the Lowcountry on Battery Creek.
MEETING NAME AND DATE:
Public Facilities & Safety Committee on June 26, 2023
PRESENTER INFORMATION:
Eric W. Larson, CIP Director (5 Minutes)
ITEM BACKGROUND:
On May 23, 2023 bids were received by the Purchasing Services for the construction of Phase 1 repairs to the SMT Bridge on Battery Creek. Four bids were received with Titan Construction Management submitting the lowest qualified bid at \$172,000.00
PROJECT / ITEM NARRATIVE:
The pedestrian bridge on the Spanish Moss Trail over Battery Creek near The Technical College of the Lowcountry is in need of repair to the substructure and railing. In addition, there is a desire to expand the bridge with a fishing pier adjacent to the bridge end. The project is split into three construction phases (substructure, endbents, and railing/fishing pier). This award is for Phase 1, repair of the substructure pile foundation.
FISCAL IMPACT:
Funding comes from an Accommodations Tax grant in the amount of \$359,500. The total funds requested is the bid amount plus a 10% contingency (\$172,000.00 + \$17,200.00 = \$189,200.00)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the contract award to Titan Construction Management
OPTIONS FOR COUNCIL MOTION:
Motion to approve, or deny, the contract award to Titan Construction Management in the total amount of \$172,000.00 plus \$17,200.00 contingency for the construction of Phase 1. Move forward to Council for approval.

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 22.



Project Name:	Spanish Moss Trail Battery Creek Bridge Repair Phase 1
Project Number:	IFB 051723
Project Budget:	
Bid Opening Date:	17-May-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Nix Construction	X	X	X	X	X	X	\$ 212,000.00
O'Quinn Marine Construction	X	X	X	X	Self Performing		\$ 415,500.00
Titan Construction Management	X	X	X	X	Self Performing		\$ 172,000.00
Truluck Construction	X	X	X	X	Self Performing		\$ 298,993.00

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Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of Contract Award to LGC Global Facility Management for the Janitorial Services for Beaufort County RFP 040623 (\$809,356.96)
MEETING NAME AND DATE:
Public Facilities and Safety Committee on June 26,2023
PRESENTER INFORMATION:
Eric Larson, Director, CIP 10 minutes
ITEM BACKGROUND:
Beaufort County issued a Request for Proposal (RFP) to vendors capable of providing janitorial services for Beaufort County. The intent of the RFP is to select the most qualified responsive/responsible vendor whose schedule of service, support, and price is in the best interest of Beaufort County. The scope of services will require the selected contractor to provide a complete and efficient janitorial service including all reasonable and necessary labor, supervision, equipment, licenses, insurance, and supplies to keep the contracted areas clean and properly supplied.
PROJECT / ITEM NARRATIVE:
On April 6, 2023, Beaufort County received six responses to the RFP. The evaluation committee evaluated all responses based on the selection criteria and interviewed the following vendors: LGC Global Facility Management, US&S Facility Services and On Point Cleaning. After the review of the "Best and Final Offer" LGC Global Facility Management was the number one ranked vendor to provide janitorial services for Beaufort County.
FISCAL IMPACT:
Funding comes from Facility Management Repairs to Buildings account 10001310-51130. The balance for this account is \$2,000,000.00
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the contract award to LGC Global Facility Management.
OPTIONS FOR COUNCIL MOTION:
Motion to approve, or deny, the contract award to LGC Global Facility Management for the amount of \$809,356.96. Move forward to Council for approval.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of award for IFB #051223 HVAC Replacement at the Beaufort County Courthouse. (\$1,484,536.00)
MEETING NAME AND DATE:
Public Facilities and Safety Committee-June 26, 2023
PRESENTER INFORMATION:
Eric Larson, CIP Director 5 minutes
ITEM BACKGROUND:
The project consists of replacing the existing HVAC and energy management system at the Beaufort County Courthouse. Scope of work to include replacement of (3) packaged rooftop units, 80-ton air-cooled chiller and pumps, and indoor air handling units.
PROJECT / ITEM NARRATIVE:
A solicitation was published for the HVAC Replacement at the Courthouse. Two bids were received; <ul style="list-style-type: none">1. Coastal Air Technologies \$1,484,536.002. Triad Mechanical Contractors \$1,599,235.00 The most qualified and responsive bid is Coastal Air Technologies.
FISCAL IMPACT:
Coastal Air Technologies' bid of \$1,484,536.00 with a 5% contingency (\$74,226.80) for a total of \$1,558,762.80. The funding source for this project is account number 40110011-54422. This account has a balance of \$2,964,020.87.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends the award of IFB #051223 HVAC Replacement at the Beaufort County Courthouse to Coastal Air Technologies (\$1,484,536.00)
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award of IFB #051223 HVAC Replacement at the Beaufort County Courthouse to Coastal Air Technologies (\$1,484,536.00) Move forward to Council for approval.

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 24.



Project Name:	Beaufort County Courthouse HVAC Replacement
Project Number:	IFB 051223
Project Budget:	
Bid Opening Date:	25-May-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Coastal Air Technologies	X	X	X	X	X	X	\$ 1,484,536.00
Triad Mechanical Contractors	X	X	X	X	X	X	\$ 1,599,235.00
<p><i>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.</i></p>							

David L. Thomas
Bid Administrator Signature

Victoria Moyer
Bid Recorder