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Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments Sign in Sheet** on the Podium to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to:

comments@jaspercountysc.gov.

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to

comments@jaspercountysc.gov by **1:00PM on Monday, October 7, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

Instructions may also be found at the Jasper County website

www.jaspercountysc.gov

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL
COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936

Monday, October 7, 2024

AGENDA

5:00PM

1. Call to Order of Council Meeting by Chairman Sauls

Clerk's Report of Compliance with the Freedom of Information Act.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

2. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [USCB MCIP; MOU between Jasper County and the 14th Circuit Solicitor; Map # 087-00-05-008 & 087-00-05-009](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Prospect Update; Project Mr. C; Project Veggie/S & P Produce Inc.](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

3: Return to Open Session at 6:30PM

- **3.1 Action coming out of Executive Session**

4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

Approval of Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless any Councilmember so requests. In the event of such a request the item is placed at the end of the Public Hearings, Ordinances and Action Items.

6. Approval of the Regular Agenda:

PRESENTATIONS

7. Chief Russell Wells – Review of Hurricane Helene and Update on Coosawhatchie, Tillman, and Tarboro Fire Station Projects.

PROCLAMATION

None

RESOLUTIONS

8. David Tedder– Consideration of Resolution [#R-2024-29](#) to authorize the Jasper County Administrator to execute a Memorandum of Understanding with the 14th Circuit Solicitor regarding the Implementation of a Three-Tier System for Managing the Criminal Docket in Jasper County in furtherance of the South Carolina Supreme Court Case Management Order of May 24, 2023, and matters related thereto.

9. David Tedder – Consideration of Resolution [#R-2024-31](#) Committing to Negotiate a FEE-IN-LIEU of *AD VALOREM* Taxes Agreement Between Jasper County and Project Veggie; Identifying the Project; and Other Matters Related Thereto.

10. Kimberly Burgess – Consideration of Resolution [#R-2024-30](#) the liquidation of three (3) surplus retired Response Vehicles.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

11. Andrew Fulghum - **Public Hearing Only** Pursuant to S.C. Code Section 4-37-30 (A)(2) Relating to the Referendum to be held at the General Election on November 5, 2024 on the Question of the Imposition of a Sales and Use Tax to fund certain Transportation needs of Jasper County, South Carolina.

12. Kimberly Burgess – **Public Hearing** and consideration of the **3rd reading** of Ordinance [#O-2024-22](#) to Amend Jasper County Ordinance O-2023-09, The Fiscal Year 2024 Jasper County Budget, To Provide For

Amendments To The Budget And To Carryover Approved Lapsing Funds To Fiscal Year 2025; To Amend Jasper County Ordinance O-2024-13, The Fiscal Year 2025 Jasper County Budget, To Provide For Amendments To The Budget Resulting From The Carryover Of Approved Lapsing Funds From Fiscal Year 2024; To Amend Certain Revenue Items; To Incorporate The Reclassification Of Certain Line Items, To Amend For Fiscal Year 2025 Expenditures, The Inclusion Of Additional Appropriations, And Matters Related Thereto *(1st reading 09.03.2024)*

13. **Andrew Fulghum** – **Public Hearing** and **2nd reading** of Ordinance **#O-2024-23** Authorizing the sale to S & P Produce, Inc., of a 10 Acre Parcel, more or less, Being Subdivided out of the Original 40.00 Acre Parcel Identified as Parcel B-1A as shown on a Plat Recorded at Plat Book 23 at Page 345, with such new 10.00 Acre Parcel Being Shown on an Individual Plat and Being a Portion of Tax Parcel 048-00-01-005, and to Authorize the Jasper County Administrator to Execute Such Contracts, Amendments, Deeds and Other Documents as may be Necessary and Appropriate to Effect the Sale to S&P Produce, Inc., or its Assigns, and matters related thereto. (Project Veggie) *(1st reading 09.16.2024)*

14. **David Tedder** - Consideration of a **1st reading** of an MCIP and FILOT Agreement with S & P Produce, Inc.

15. **Lisa Wagner** - Consideration of **1st Reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer three (3) parcels located at 1607, 1613, and 1619 Deerfield Road, bearing Jasper County Tax Map Numbers 029-00-02-100, 029-00-02-099, and 029-00-02-095 from the Rural Preservation Zone to the Residential Zone on the Official Zoning Map of Jasper County.

16. **Kimberly Burgess** – Consideration of Approval and Acceptance of the McMillian, Pazdan and Smith Contract for the Architectural Design of the Coosawhatchie Fire Station.

CITIZEN COMMENTS

17. Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6:30PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

18. Administrator’s Report

CONSENT AGENDA

19. **Kimberly Burgess** - Approval and Acceptance of the Proposal from Ceres Environmental for Disaster Debris Management and Recovery Services

20. **Kimberly Burgess** - Approval and Acceptance of the Proposal from Tetra Tech for Disaster Debris Monitoring and Recovery Services

21. **Kimberly Burgess** - Approval and Acceptance of the Guaranteed Maximum Price (GMP) Proposals / Contracts from MB Kahn Construction for Pratt Memorial Library and Temporary Library Upfit.

22. **Andrew Fulghum** – Approval of Renewal of Annual Contract with Envisio for Plans, Analytics and Public Dashboard Software.

23. **Chief Russell Wells** – Approval and Acceptance of the Medical Control Physician Contract Renewal.

24. Approval of the Minutes 06/14/2024; 06/17/2024; 06/24/2024; 06/28/2024 and 07/02/2024

END OF CONSENT AGENDA

25. Council Members Comments:

26. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.

**Council may act on any item appearing on the agenda including items discussed in executive session.*

27. Adjournment:

Special Accommodations Available Upon Request to Individuals with Disabilities, please contact the Jasper County ADA & Civil Rights Coordinator, ***Tisha Williams*** in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at ***(843) 717-3690*** or via email at [***jcadministrator@jaspercountysc.gov***](mailto:jcadministrator@jaspercountysc.gov) no later than 48 hours prior to the scheduled meeting

Agenda

Item # 7

Agenda

Item # 8

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

RESOLUTION R-2024-29

**A RESOLUTION
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE THE JASPER COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE 14th CIRCUIT SOLICITOR REGARDING THE IMPLEMENTATION OF A THREE-TIER SYSTEM FOR MANAGING THE CRIMINAL DOCKET IN JASPER COUNTY IN FURTHERANCE OF THE SOUTH CAROLINA SUPREME COURT CASE MANAGEMENT ORDER OF MAY 24, 2023, AND MATTERS RELATED THERETO.

WHEREAS, in an effort to address the backlog and delays in adjudicating and disposing of criminal cases across South Carolina, the South Carolina Supreme Court issued a Case Management Order dated May 24, 2023 (“Order”), which outlined requirements for the management of General Sessions cases state-wide; and

WHEREAS, as set forth in the attached Memorandum of Understanding between Jasper County, and the 14th Circuit Solicitor (“MOU”) a three-tier system consisting of triage for new cases, preparing cases for hearings, and conducting trials is a significant objective of the Order; and

WHEREAS, as set forth in the presentation by the 14th Circuit Solicitor to County Council on September 16, 2024, the initial implementation of the system has produced measurable positive reduction in the times needed to effectively dispose of criminal cases in Jasper County; and

WHEREAS, the 14th Circuit Solicitor has requested County Council to provide additional financial resources to enhance the ability of the Solicitor’s Office to expand the

program he has implemented in accordance with the Order, which would require additional assistant prosecutors and staff; and

WHEREAS, County Council believes the expansion of the program and the provision of additional financial resources to do so will result in less time pre-trial detainees remain in the County Detention Center awaiting disposition and promote speedier justice for both the victims and those accused of criminal activities; and

WHEREAS, Jasper County Council finds that it is in the best interest of the citizens and residents of Jasper County for the County to enter into the attached Memorandum of Understanding with the 14th Circuit Solicitor and provide the additional non-recurring funding as requested in the MOU for the period of five years as requested, with the understanding the funding is not to be construed as part of the recurring annual funding for operations of the Solicitor's Office, but an independent appropriation which may be reduced or eliminated at the expiration of the MOU, and in furtherance thereof, the Jasper County Administrator should be authorized to execute the MOU on behalf of the County and prepare a budget amendment for Council's consideration in due course for the 2024/2025 Jasper County Budget Ordinance;

NOW THEREFORE BE IT RESOLVED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council adopts the foregoing recitals and incorporates them by reference into the attached Memorandum of Understanding, and authorizes the County Administrator to execute on behalf of Jasper County the attached Memorandum of Understanding between Jasper County and the 14th Circuit Solicitor with any such grammatical or non-substantial edits as the County Attorney may recommend.
2. Jasper County Council further directs the County Administrator to have a budget amendment to the 2024/2025 Jasper County Budget prepared in due course and within a reasonable time for consideration by County Council.

3. This Resolution shall take effect upon approval by Council.

L. Martin Sauls, IV
Chairman of Jasper County Council

ATTEST:

Wanda Giles
Clerk to Council

Adopted: _____

It is required that the following Exhibit be attached before the second reading:

**MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY AND
THE 14TH CIRCUIT SOLICITOR**

Reviewed for form and draftsmanship
by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY AND THE
14TH CIRCUIT SOLICITOR

Memorandum of understanding between Jasper County and the 14th Circuit Solicitor

WHEREAS on May 24, 2023, the South Carolina Supreme Court issued a Case Management Order that went into effect July 1, 2023, and:

WHEREAS this Order outlined the requirements for the management of General Sessions cases in all counties of South Carolina, and:

WHEREAS one of the main objectives of the Order is that the state's Solicitors create, in every county, a three-tier system for managing the criminal docket. The tiers should consist of prosecutors triaging new cases, preparing cases for court hearings and conducting trials and pleas in court, and:

WHEREAS both Jasper County and the 14th Circuit Solicitor's office recognize that To accomplish this goal the Solicitor must have enough prosecutors to focus on triage, preparation, and court without being responsible for working in the other two areas at the same time. This can be accomplished by having at least four attorneys, and the appropriate number of support staff, working in Jasper County, and:

WHEREAS Jasper County understands the necessity of professional prosecutors dedicated to the people of Jasper County. Further, Jasper County believes that the 14th Circuit Solicitor can create the Supreme Court's proposed system and thereby establish an efficient criminal justice system in which cases are disposed of within months instead of years.

THEREFORE, BE IT RESOLVED THAT:

The 14th Circuit Solicitor agrees to create a three-tier system, dedicated to Jasper County, and continue that system for five years from the date of this Memorandum of Understanding.

Jasper County agrees to appropriate to the 14th Circuit Solicitor's Office an annual payment of \$590,058 dollars for FY ending July 2025 and an increase of 7% every year afterwards for the duration of the Memorandum of Understanding.

Andrew P. Fulghum
Jasper County Administrator

Isaac McDuffie Stone, III
14th Circuit Solicitor

Agenda

Item # 9

SOUTH CAROLINA)
)
JASPER COUNTY)

A RESOLUTION #R-2024-31

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN JASPER COUNTY AND PROJECT VEGGIE; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, Project Veggie, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a raw food warehouse and distribution center in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$2.9 million in taxable real and personal property and the [creation]/[retention] of approximately 19 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting/confirms that the Project was identified and reflected on [DATE] and adopting this Resolution permits expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: 10.07.2024

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk to County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Agenda

Item # 10

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION #R-2024-30

RESOLUTION OF JASPER COUNTY COUNCIL

**TO DECLARE CERTAIN EMERGENCY SERVICES DIVISION PROPERTY
TO BE SURPLUS AND AUTHORIZE ITS SALE OR DISPOSITION
PURSUANT TO SECTION 2-425 OF THE JASPER COUNTY CODE OF
ORDINANCES**

WHEREAS, the County Administrator has identified the property listed below as no longer necessary or useful to the County for the accomplishment of its mission, and recommends that it be declared surplus and sold or otherwise disposed of;

NOW THEREFORE, BE IT RESOLVED, by a majority of the Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby, resolves that that the property identified below is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and specifically section 2-425(d) and the Chief Procurement Officer of the County is authorized and directed to sell or otherwise dispose of the property in accordance with that Ordinance, and in consultation with the County Administrator, may determine the most suitable method to dispose of the property, with the sales proceeds, if any, payable into the General Fund.

- 1) 2008 General Motors 2500 Chassis Type 1 FrazerBilt Ambulance, VIN 1GBJC34K58E203705, odometer reading 141,821 (based on dash cluster.)
- 2) 2008 General Motors 2500 Chassis Type 1 FrazerBilt Ambulance, VIN 1GBJC34K18E203751, odometer reading 146,243 (based on dash cluster.)
- 3) 1993 Ford F350 Service Body 4x4 regular cab, VIN 1FDWF37FXED43438, odometer reading 227,951 (based on dash cluster.)

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

This Resolution No. R-2024-30 made this 7th day of October 2024.

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda H. Giles, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



Jasper County Emergency Services

*1509 Grays Hwy (P.O.B. 1509)
Ridgeland, SC 29936
Office: 843-726-7607 Fax: 843-726-7966*



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

26, September 2024

To: Honorable Jasper County Council

Re: Surplus response apparatus

Greetings Honorable County Council,

Jasper County Emergency Services humbly requests the following vehicles to be liquidated/surplused. These vehicles have exceeded their service life in response and reserve unit capacities. Our fleet has appropriately grown over the past couple of years affording us the opportunity to initiate replacement and liquidation initiatives when appropriate. We have informed our Chief Procurement Officer and Administrator. A resolution has been prepared for your consideration.

Vehicle 1:

2008 General Motors 2500 Chassis Type 1 FrazerBilt Ambulance.

County ID #

Vehicle Identification Number: 1GBJC34K58E203705

Odometer reading: "141821" based on dash cluster

Known issues: significant electrical system

Vehicle 2:

2008 General Motors 2500 Chassis Type 1 FrazerBilt Ambulance

County ID#

Vehicle Identification Number: 1GBJC34K18E203751

Odometer reading: "146243" based on dash cluster

Vehicle 3:

1993 Ford F350 Service Body 4x4 regular cab

County ID# 716

Vehicle Identification Number: 1FDWF37FXED43438

Odometer reading: "227951" based on dash cluster

Sincerely,

Chief Russell W. Wells

Agenda

Item # 11

PUBLIC HEARING

ONLY

No Vote will be taken

Agenda

Item # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE NUMBER O-2024-22

AN ORDINANCE OF JASPER COUNTY COUNCIL

TO AMEND JASPER COUNTY ORDINANCE O-2023-09, THE FISCAL YEAR 2024 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET AND TO CARRYOVER APPROVED LAPSING FUNDS TO FISCAL YEAR 2025; TO AMEND JASPER COUNTY ORDINANCE O-2024-13, THE FISCAL YEAR 2025 JASPER COUNTY BUDGET, TO PROVIDE FOR AMENDMENTS TO THE BUDGET RESULTING FROM THE CARRYOVER OF APPROVED LAPSING FUNDS FROM FISCAL YEAR 2024; TO AMEND CERTAIN REVENUE ITEMS; TO INCORPORATE THE RECLASSIFICATION OF CERTAIN LINE ITEMS, TO AMEND FOR FISCAL YEAR 2025 EXPENDITURES, THE INCLUSION OF ADDITIONAL APPROPRIATIONS, AND MATTERS RELATED THERETO

WHEREAS, Jasper County Council approved the Fiscal Year 2023-2024 Operating and Capital Budget Ordinance pursuant to Ordinance O-2023-09 on June 20, 2023, and

WHEREAS, Jasper County Council approved the Fiscal Year 2024 – 2025 Operating and Capital Budget Ordinance pursuant to Ordinance O-2024-13 on June 3, 2024, and

WHEREAS, Ordinance O-2023-09 includes in Section 10 thereof provisions addressing the Lapsing of Funds and Continuing of Appropriations for Subsequent Year, and

WHEREAS, Section 10 of Ordinance O-2023-09 provides that specific items budgeted in the 2023-2024 fiscal year, for which unforeseen circumstances prevented the funds from being spent during the current year, may be a carryover appropriation into the next succeeding fiscal year with the approval of the County Administrator and County Council, and

WHEREAS, in order to more clearly reflect the amounts expended, line items related to departmental cost-of-living increases and new personnel should be reclassified to salary and wages or part-time salaries, and

WHEREAS, the Board of Directors of the Jasper Animal Rescue Mission, which is operating an animal shelter on behalf of the County, has requested an additional \$150,000 for fiscal year 2025 operating funds, and

WHEREAS, Council may approve transfers of funds throughout the fiscal year, and

WHEREAS, those transfers must be recognized and ratified as authorized by Section 7 of Ordinance 2023-09.; and

NOW THEREFORE, BE IT ORDAINED that the following budget amendments and carry over appropriations set forth in the Sections of Exhibit A listed below be made to the Fiscal Year 2023-2024 and Fiscal Year 2024-2025 Jasper County Operating and Capital Budgets, in the following manner:

Revenue. Budget Amendment regarding the reductions of ARPA Revenue for the Pratt Memorial Library and the reduction of the Grants line item in ROADS AND BRIDGES DEPARTMENT until these items are reconciled in the GRANTS FUND, and regarding the increase of the Cash Carry Forward in GENERAL REVENUES to off-set increases for carry-forward funds from fiscal year 2024 and increases resulting from increased expenditures and appropriations.

Section 1. Budget Amendment regarding Carry Over Appropriations and Lapsing Funds. The following adjustments are made to the 2023-2024 Fiscal Year Budget and the listed budget items are added to the 2024-2025 Fiscal Year Budget.

Section 2. Budget Amendment regarding the reclassification of expenditures, including cost-of-living increases and new personnel to the appropriate salary and wage or part-time salary line items, and various CORONER DEPARTMENT line items.

Section 3. Budget Amendments for fiscal year 2025 expenditures and appropriations.

Section 4. Provisions of ordinances previously adopted by the County Council, which are not consistent with this Ordinance 0-2024-22 are deemed superseded.

Section 5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

Section 6. This ordinance shall take effect upon approval by Council.

Jasper County Council

BY: _____
L. Martin Sauls IV, Chairman

ATTEST:

**Wanda H. Giles,
Clerk to Council**

First Reading: 9/3/2024
Second Reading: 9/16/2024
Public Hearings: 9/16/2024, 10/7/2024
Adopted: 10/7/2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-22
 Exhibit A
 Third Reading
 Monday, October 7, 2024

| Account | Fiscal Year 2024 Budget Amendments | | | Fiscal Year 2025 Budget Amendments | | | Explanation | |
|--|------------------------------------|--------------------------|--------------------------|------------------------------------|------------------------|------------------------|--|---|
| | Fiscal Year 2024 Budget | | | Fiscal Year 2025 Budget | | | | |
| | Budget as Adopted or Amended | Budget Amendment | Amended Budget | Budget as Adopted or Amended | Budget Amendment | Amended Budget | | |
| Total Budgeted Revenue Adopted/Amended | 55,937,044.00 | | - | 60,312,370.00 | | | | |
| Adjustments in Proposed Ordinance | | | | | | | | |
| ARPA Revenue | 062-1710 | | | 3,749,000.00 | (3,599,000.00) | 150,000.00 | Remove ARPA grant funds for Pratt Memorial Library | |
| Grants | 081-1569 | | | 200,000.00 | (200,000.00) | - | Remove grant revenue from operating fund | |
| Cash Carry Forward | 170-1590 | \$ 11,297,525.00 | \$ (3,698,982.81) | \$ 7,598,542.19 | \$ 3,848,982.81 | \$ 9,817,602.81 | Amounts Carried Forward From FY24 and Additional \$150K for Animal Shelter | |
| Amended Revenue Total | | \$ (3,698,982.81) | \$ 7,598,542.19 | \$ 49,982.81 | \$ 9,967,602.81 | | | |
| TOTAL ADOPTED/AMENDED BUDGETED REVENUE | | \$ 55,937,044.00 | | \$ 60,312,370.00 | | | | |
| Net Budgeted Revenue Amendment | | \$ (3,698,982.81) | | \$ 49,982.81 | | | | |
| Amended Budget Revenue | | \$ 52,238,061.19 | \$ - | \$ 60,362,352.81 | \$ - | | | |
| Total Budgeted Expenditures Adopted/Amended | | 55,937,044.00 | | 60,312,370.00 | | | | |
| Section 1. Lapsing Fund Carry-Forward | | | | | | | | |
| Equipment | 045-2430 | \$ 144,000.00 | \$ (57,952.63) | \$ 86,047.37 | \$ 144,000.00 | \$ 57,952.63 | \$ 201,952.63 | Turnout gear purchased but not yet received by the end of FY24 |
| Equipment | 046-2430 | \$ 228,048.70 | \$ (39,880.04) | \$ 188,168.66 | \$ 300,000.00 | \$ 39,880.04 | \$ 339,880.04 | Various items, including turnout gear and key control system, purchased but not yet received by the end of FY24 |
| Capital Outlay | 046-3752 | \$ 566,606.00 | \$ (566,606.00) | \$ - | \$ - | \$ 566,606.00 | \$ 566,606.00 | Requests for Proposals for Type 1 Pumper/Engine was postponed until FY24 and then to FY25; will need when the Coosawhatchie and Tarboro Fire Stations are reconstructed. |
| Building Repairs | 046-5095 | \$ 287,249.45 | \$ (199,376.13) | \$ 87,873.32 | \$ 200,000.00 | \$ 199,376.13 | \$ 399,376.13 | Expenditures were postponed until FY25 or purchased but not received by the end of FY24 |
| Roseland Fire Dept. | 046-9073 | \$ 12,000.00 | \$ (12,000.00) | \$ - | \$ - | \$ 12,000.00 | \$ 12,000.00 | Commercial well construction delayed until FY25 |
| Fire Tower Rd. Fire Station | 046-9075 | \$ 175,000.00 | \$ (61,138.84) | \$ 113,861.16 | \$ 75,000.00 | \$ 61,138.84 | \$ 136,138.84 | Funds to build/refurbish/replace training center delayed until FY25 |
| Emergency Equipment | 047-5045 | \$ 50,000.00 | \$ (28,509.23) | \$ 21,490.77 | \$ 50,000.00 | \$ 28,509.23 | \$ 78,509.23 | Expenditures delayed until FY25 as department personnel determine what is needed |
| Equipment | 048-2430 | \$ 260,000.00 | \$ (140,034.27) | \$ 119,965.73 | \$ 130,000.00 | \$ - | \$ 130,000.00 | Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building |
| Capital Outlay | 048-3752 | \$ 743,369.31 | \$ (368,444.00) | \$ 374,925.31 | \$ - | \$ 750,818.86 | \$ 750,818.86 | Communications Center Kitchen Refurbishment delayed until FY25 |
| Building Repairs | 048-5095 | \$ 272,505.71 | \$ (242,340.59) | \$ 30,165.12 | \$ 50,000.00 | \$ - | \$ 50,000.00 | Unspent budgeted amounts transferred to Capital Outlay for refurbishment to building |
| Equipment | 058-2430 | \$ 257,305.39 | \$ (219,386.11) | \$ 37,919.28 | \$ 210,600.00 | \$ 219,386.11 | \$ 429,986.11 | IP intercom and audio recording system upgrade approved and ordered in FY24 not yet received. |
| Building Repairs | 058-5095 | \$ - | \$ - | \$ - | \$ 150,000.00 | \$ 300,000.00 | \$ 450,000.00 | |
| Park Development | 077-5040 | \$ 290,000.00 | \$ (131,777.01) | \$ 158,222.99 | \$ 400,000.00 | \$ 131,777.01 | \$ 531,777.01 | Sgt. Jasper Bridge project will require engineering services delayed until FY25 |
| Park Development | 078-5040 | \$ 200,000.00 | \$ (41,663.45) | \$ 158,336.55 | \$ 400,000.00 | \$ 41,663.45 | \$ 441,663.45 | Carry-over of interior restoration of Robertsville Center community room after roof replacement |
| Grant Matching Funds | 095-2615 | \$ 868,139.07 | \$ (858,647.00) | \$ 9,492.07 | \$ 1,050,000.00 | \$ - | \$ 1,050,000.00 | Grant matches for projects included in FY25 budget; amounts carried-forward added to capital projects for capital projects |
| Capital Outlay | 095-3752 | \$ 1,064,717.95 | \$ (712,227.51) | \$ 352,490.44 | \$ - | \$ 1,270,874.51 | \$ 1,270,874.51 | Capital projects anticipated to be <\$250,000 were postponed until FY25 + a portion of is reclassified to Detention Center for shower and toilet replacement and for the purchase of 112 Weathersbee St. (\$836,841.12) |
| New Vehicles | 103-2307 | \$ 19,000.00 | \$ (19,000.00) | \$ - | \$ - | \$ 19,000.00 | \$ 19,000.00 | Expenditure delayed until FY25 |
| Total Lapsing Fund Carry-Forward | | \$ 5,437,941.58 | \$ (3,698,982.81) | \$ 1,738,958.77 | \$ 3,159,600.00 | \$ 3,698,982.81 | \$ 6,858,582.81 | |
| Section 2. Budget Amendments Reclassification | | | | | | | | |
| Salary and Wages | 045-2000 | \$ 615,000.00 | \$ 34,500.00 | \$ 649,500.00 | \$ 819,000.00 | \$ 46,900.00 | \$ 865,900.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 045-2008 | \$ 34,500.00 | \$ (34,500.00) | \$ - | \$ 46,900.00 | \$ (46,900.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 046-2000 | \$ 3,500,000.00 | \$ 492,400.00 | \$ 3,992,400.00 | \$ 4,000,000.00 | \$ 246,800.00 | \$ 4,246,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 046-2005 | \$ 287,000.00 | \$ (287,000.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 046-2008 | \$ 205,400.00 | \$ (205,400.00) | \$ - | \$ 246,800.00 | \$ (246,800.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-22
 Exhibit A
 Third Reading
 Monday, October 7, 2024

Fiscal Year 2024 Budget Amendments

Fiscal Year 2025 Budget Amendments

| Account | Fiscal Year 2024 Budget | | | Fiscal Year 2025 Budget | | | Explanation | |
|---------------------------|------------------------------|------------------|-----------------|------------------------------|------------------|-------------------|-----------------|---|
| | Budget as Adopted or Amended | Budget Amendment | Amended Budget | Budget as Adopted or Amended | Budget Amendment | Amended Budget | | |
| Salary and Wages | 047-2000 | \$ 138,000.00 | \$ 61,900.00 | \$ 199,900.00 | \$ 228,000.00 | \$ 13,000.00 | \$ 241,000.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 047-2005 | \$ 55,000.00 | \$ (55,000.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 047-2008 | \$ 6,900.00 | \$ (6,900.00) | \$ - | \$ 13,000.00 | \$ (13,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 048-2000 | \$ 734,000.00 | \$ 40,500.00 | \$ 774,500.00 | \$ 667,500.00 | \$ 333,800.00 | \$ 1,001,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 048-2005 | \$ - | \$ - | \$ - | \$ 279,500.00 | \$ (279,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 048-2008 | \$ 40,500.00 | \$ (40,500.00) | \$ - | \$ 54,300.00 | \$ (54,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 049-2000 | \$ 448,000.00 | \$ 22,600.00 | \$ 470,600.00 | \$ 474,000.00 | \$ 109,400.00 | \$ 583,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 049-2005 | \$ - | \$ - | \$ - | \$ 85,000.00 | \$ (85,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 049-2008 | \$ 22,600.00 | \$ (22,600.00) | \$ - | \$ 24,400.00 | \$ (24,400.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 050-2000 | \$ 140,000.00 | \$ 2,700.00 | \$ 142,700.00 | \$ 142,000.00 | \$ 7,300.00 | \$ 149,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 050-2008 | \$ 2,700.00 | \$ (2,700.00) | \$ - | \$ 7,300.00 | \$ (7,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 051-2000 | \$ 191,400.00 | \$ 9,600.00 | \$ 201,000.00 | \$ 223,000.00 | \$ 11,400.00 | \$ 234,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 051-2008 | \$ 9,600.00 | \$ (9,600.00) | \$ - | \$ 11,400.00 | \$ (11,400.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 053-2000 | \$ 126,100.00 | \$ 6,300.00 | \$ 132,400.00 | \$ 133,000.00 | \$ 6,800.00 | \$ 139,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 053-2008 | \$ 6,300.00 | \$ (6,300.00) | \$ - | \$ 6,800.00 | \$ (6,800.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 054-2000 | \$ 655,000.00 | \$ 38,700.00 | \$ 693,700.00 | \$ 636,100.00 | \$ 39,500.00 | \$ 675,600.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 054-2008 | \$ 38,700.00 | \$ (38,700.00) | \$ - | \$ 39,500.00 | \$ (39,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 055-2000 | \$ 48,000.00 | \$ 2,400.00 | \$ 50,400.00 | \$ 50,500.00 | \$ 2,600.00 | \$ 53,100.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 055-2008 | \$ 2,400.00 | \$ (2,400.00) | \$ - | \$ 2,600.00 | \$ (2,600.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 056-2000 | \$ 235,000.00 | \$ 65,300.00 | \$ 300,300.00 | \$ 262,000.00 | \$ 15,000.00 | \$ 277,000.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 056-2005 | \$ 52,500.00 | \$ (52,500.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 056-2008 | \$ 12,800.00 | \$ (12,800.00) | \$ - | \$ 15,000.00 | \$ (15,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 057-2000 | \$ 3,335,000.00 | \$ 176,400.00 | \$ 3,511,400.00 | \$ 3,600,000.00 | \$ 1,197,100.00 | \$ 4,797,100.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 057-2005 | \$ - | \$ - | \$ - | \$ 1,000,000.00 | \$ (1,000,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 057-2008 | \$ 176,400.00 | \$ (176,400.00) | \$ - | \$ 197,100.00 | \$ (197,100.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 058-2000 | \$ 1,450,000.00 | \$ 122,500.00 | \$ 1,572,500.00 | \$ 1,485,000.00 | \$ (262,400.00) | \$ 1,222,600.00 | Reclass cost-of-living increase and new personnel budgeted amounts and contract labor (Allied Security) |
| Contract Labor | 058-2003 | \$ - | \$ - | \$ - | \$ - | \$ 350,000.00 | \$ 350,000.00 | Allied Security contract labor services for 3 months |
| New Personnel | 058-2005 | \$ 40,000.00 | \$ (40,000.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 058-2008 | \$ 82,500.00 | \$ (82,500.00) | \$ - | \$ 87,600.00 | \$ (87,600.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 060-2000 | \$ 187,200.00 | \$ 9,400.00 | \$ 196,600.00 | \$ 190,600.00 | \$ 9,700.00 | \$ 200,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 060-2008 | \$ 9,400.00 | \$ (9,400.00) | \$ - | \$ 9,700.00 | \$ (9,700.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 061-2000 | \$ 186,000.00 | \$ 9,300.00 | \$ 195,300.00 | \$ 220,000.00 | \$ 167,300.00 | \$ 387,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 061-2005 | \$ - | \$ - | \$ - | \$ 156,000.00 | \$ (156,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 061-2008 | \$ 9,300.00 | \$ (9,300.00) | \$ - | \$ 11,300.00 | \$ (11,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 063-2000 | \$ 291,000.00 | \$ 14,600.00 | \$ 305,600.00 | \$ 301,500.00 | \$ 15,500.00 | \$ 317,000.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 063-2008 | \$ 14,600.00 | \$ (14,600.00) | \$ - | \$ 15,500.00 | \$ (15,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 064-2000 | \$ 152,500.00 | \$ 7,600.00 | \$ 160,100.00 | \$ 200,000.00 | \$ 10,400.00 | \$ 210,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 064-2008 | \$ 7,600.00 | \$ (7,600.00) | \$ - | \$ 10,400.00 | \$ (10,400.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 065-2000 | \$ 130,000.00 | \$ 7,800.00 | \$ 137,800.00 | \$ 130,000.00 | \$ 6,800.00 | \$ 136,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 065-2008 | \$ 7,800.00 | \$ (7,800.00) | \$ - | \$ 6,800.00 | \$ (6,800.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 066-2000 | \$ 148,000.00 | \$ 7,400.00 | \$ 155,400.00 | \$ 174,000.00 | \$ 9,000.00 | \$ 183,000.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 066-2008 | \$ 7,400.00 | \$ (7,400.00) | \$ - | \$ 9,000.00 | \$ (9,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 067-2000 | \$ 169,000.00 | \$ 9,600.00 | \$ 178,600.00 | \$ 235,500.00 | \$ 12,000.00 | \$ 247,500.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 067-2008 | \$ 9,600.00 | \$ (9,600.00) | \$ - | \$ 12,000.00 | \$ (12,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 068-2000 | \$ 99,000.00 | \$ 5,000.00 | \$ 104,000.00 | \$ 101,500.00 | \$ 5,300.00 | \$ 106,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 068-2008 | \$ 5,000.00 | \$ (5,000.00) | \$ - | \$ 5,300.00 | \$ (5,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 069-2000 | \$ 500,000.00 | \$ 54,300.00 | \$ 554,300.00 | \$ 592,400.00 | \$ 30,500.00 | \$ 622,900.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| New Personnel | 069-2008 | \$ 29,000.00 | \$ (29,000.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment | 069-2008 | \$ 25,300.00 | \$ (25,300.00) | \$ - | \$ 30,500.00 | \$ (30,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Salary and Wages | 072-2000 | \$ 127,250.00 | \$ 9,400.00 | \$ 136,650.00 | \$ 132,250.00 | \$ 9,900.00 | \$ 142,150.00 | Reclass cost-of-living increase and new personnel budgeted amounts |

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-22
 Exhibit A
 Third Reading
 Monday, October 7, 2024

Fiscal Year 2024 Budget Amendments

Fiscal Year 2025 Budget Amendments

| Account | Fiscal Year 2024 Budget | | | Fiscal Year 2025 Budget | | | Explanation | |
|--|------------------------------|-------------------------|----------------|------------------------------|-------------------------|----------------|-------------------------|--|
| | Budget as Adopted or Amended | Budget Amendment | Amended Budget | Budget as Adopted or Amended | Budget Amendment | Amended Budget | | |
| Cost of Living Adjustment Salary and Wages | 072-2008 | \$ 9,400.00 | \$ (9,400.00) | \$ - | \$ 9,900.00 | \$ (9,900.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 074-2000 | \$ 138,400.00 | \$ 6,900.00 | \$ 145,300.00 | \$ 138,500.00 | \$ 7,100.00 | \$ 145,600.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 074-2008 | \$ 6,900.00 | \$ (6,900.00) | \$ - | \$ 7,100.00 | \$ (7,100.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 075-2001 | \$ 105,000.00 | \$ 6,000.00 | \$ 111,000.00 | \$ 151,800.00 | \$ 8,200.00 | \$ 160,000.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 075-2008 | \$ 6,000.00 | \$ (6,000.00) | \$ - | \$ 8,200.00 | \$ (8,200.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 076-2000 | \$ 33,000.00 | \$ 4,600.00 | \$ 37,600.00 | \$ 34,500.00 | \$ 4,900.00 | \$ 39,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 076-2008 | \$ 4,600.00 | \$ (4,600.00) | \$ - | \$ 4,900.00 | \$ (4,900.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 077-2000 | \$ 79,100.00 | \$ 4,900.00 | \$ 84,000.00 | \$ 140,600.00 | \$ 7,200.00 | \$ 147,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 077-2008 | \$ 4,900.00 | \$ (4,900.00) | \$ - | \$ 7,200.00 | \$ (7,200.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 078-2000 | \$ 173,000.00 | \$ 9,100.00 | \$ 182,100.00 | \$ 173,000.00 | \$ 8,800.00 | \$ 181,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 078-2008 | \$ 9,100.00 | \$ (9,100.00) | \$ - | \$ 8,800.00 | \$ (8,800.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 080-2000 | \$ 133,000.00 | \$ 6,800.00 | \$ 139,800.00 | \$ 140,000.00 | \$ 7,300.00 | \$ 147,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 080-2008 | \$ 6,800.00 | \$ (6,800.00) | \$ - | \$ 7,300.00 | \$ (7,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 081-2000 | \$ 261,400.00 | \$ 14,300.00 | \$ 275,700.00 | \$ 309,400.00 | \$ 17,900.00 | \$ 327,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 081-2008 | \$ 14,300.00 | \$ (14,300.00) | \$ - | \$ 17,900.00 | \$ (17,900.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 082-2000 | \$ 84,000.00 | \$ 4,300.00 | \$ 88,300.00 | \$ 103,900.00 | \$ 5,500.00 | \$ 109,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 082-2008 | \$ 4,300.00 | \$ (4,300.00) | \$ - | \$ 5,500.00 | \$ (5,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 083-2000 | \$ 182,600.00 | \$ 9,200.00 | \$ 191,800.00 | \$ 182,600.00 | \$ 9,500.00 | \$ 192,100.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 083-2008 | \$ 9,200.00 | \$ (9,200.00) | \$ - | \$ 9,500.00 | \$ (9,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 084-2000 | \$ 95,000.00 | \$ 20,200.00 | \$ 115,200.00 | \$ 165,000.00 | \$ 24,600.00 | \$ 189,600.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 084-2008 | \$ 20,200.00 | \$ (20,200.00) | \$ - | \$ 24,600.00 | \$ (24,600.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 085-2000 | \$ 135,000.00 | \$ 6,800.00 | \$ 141,800.00 | \$ 143,000.00 | \$ 7,300.00 | \$ 150,300.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 085-2008 | \$ 6,800.00 | \$ (6,800.00) | \$ - | \$ 7,300.00 | \$ (7,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment New Personnel | 086-2000 | \$ 166,300.00 | \$ 8,400.00 | \$ 174,700.00 | \$ 184,300.00 | \$ 47,500.00 | \$ 231,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 086-2005 | \$ - | \$ - | \$ - | \$ 38,000.00 | \$ (38,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 086-2008 | \$ 8,400.00 | \$ (8,400.00) | \$ - | \$ 9,500.00 | \$ (9,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 093-2000 | \$ 43,000.00 | \$ 2,200.00 | \$ 45,200.00 | \$ 45,100.00 | \$ 2,300.00 | \$ 47,400.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 093-2008 | \$ 2,200.00 | \$ (2,200.00) | \$ - | \$ 2,300.00 | \$ (2,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 094-2000 | \$ 34,000.00 | \$ 3,600.00 | \$ 37,600.00 | \$ 38,500.00 | \$ 4,300.00 | \$ 42,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 094-2008 | \$ 3,600.00 | \$ (3,600.00) | \$ - | \$ 4,300.00 | \$ (4,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 096-2000 | \$ 73,500.00 | \$ 3,700.00 | \$ 77,200.00 | \$ 36,500.00 | \$ 1,460.00 | \$ 37,960.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 096-2001 | \$ - | \$ - | \$ - | \$ 44,800.00 | \$ 2,840.00 | \$ 47,640.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 096-2008 | \$ 3,700.00 | \$ (3,700.00) | \$ - | \$ 4,300.00 | \$ (4,300.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 098-2001 | \$ 32,000.00 | \$ 1,600.00 | \$ 33,600.00 | \$ 36,500.00 | \$ 2,000.00 | \$ 38,500.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 098-2008 | \$ 1,600.00 | \$ (1,600.00) | \$ - | \$ 2,000.00 | \$ (2,000.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Part-Time Salary and Wages | 099-2001 | \$ 39,000.00 | \$ 2,000.00 | \$ 41,000.00 | \$ 41,000.00 | \$ 2,100.00 | \$ 43,100.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 099-2008 | \$ 2,000.00 | \$ (2,000.00) | \$ - | \$ 2,100.00 | \$ (2,100.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 101-2000 | \$ 222,000.00 | \$ 11,600.00 | \$ 233,600.00 | \$ 260,400.00 | \$ 13,400.00 | \$ 273,800.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 101-2008 | \$ 11,600.00 | \$ (11,600.00) | \$ - | \$ 13,400.00 | \$ (13,400.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 102-2000 | \$ 159,400.00 | \$ 8,000.00 | \$ 167,400.00 | \$ 190,000.00 | \$ 9,700.00 | \$ 199,700.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 102-2008 | \$ 8,000.00 | \$ (8,000.00) | \$ - | \$ 9,700.00 | \$ (9,700.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Salary and Wages | 103-2000 | \$ 121,000.00 | \$ 6,100.00 | \$ 127,100.00 | \$ 181,100.00 | \$ 9,500.00 | \$ 190,600.00 | Reclass cost-of-living increase and new personnel budgeted amounts |
| Cost of Living Adjustment Vehicle Allowance | 103-2008 | \$ 6,100.00 | \$ (6,100.00) | \$ - | \$ 9,500.00 | \$ (9,500.00) | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Contractual Services | 075-2300 | \$ 20,000.00 | \$ (20,000.00) | \$ - | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Office Supplies | 075-2405 | \$ 10,000.00 | \$ - | \$ 10,000.00 | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Office Supplies | 075-2200 | \$ 10,000.00 | \$ 10,000.00 | \$ 20,000.00 | \$ - | \$ - | \$ - | Reclass cost-of-living increase and new personnel budgeted amounts |
| Total Budget Amendment Reclassifications | | \$ 17,305,650.00 | \$ - | \$ 17,305,650.00 | \$ 20,335,350.00 | \$ - | \$ 20,335,350.00 | |
| Section 3. Budget Amendments for FY2025 | | | | | | | | |
| Juvenile Housing Expense | 058-2680 | | | \$ 20,000.00 | \$ (10,000.00) | \$ 10,000.00 | | To reclass a portion of Juvenile Housing to increase Medical Services Contract |
| Medical Services Contract | 058-2710 | | | \$ 306,500.00 | \$ 10,000.00 | \$ 316,500.00 | | To increase Medical Services Contract for increase to contracted services |

Jasper County
 FY24 and FY25 Budget Amendment and Lapsing Funds Ordinance
 Ordinance Number O-2024-22
 Exhibit A
 Third Reading
 Monday, October 7, 2024

| Account | Fiscal Year 2024 Budget Amendments | | | Fiscal Year 2025 Budget Amendments | | | Explanation |
|---|------------------------------------|-------------------------|--------------------------|------------------------------------|--------------------------|-------------------------|--|
| | Fiscal Year 2024 Budget | | | Fiscal Year 2025 Budget | | | |
| | Budget as Adopted or Amended | Budget Amendment | Amended Budget | Budget as Adopted or Amended | Budget Amendment | Amended Budget | |
| ARPA Expenditures | 062-3754 | | | \$ 3,749,000.00 | \$ (3,599,000.00) | \$ 150,000.00 | To decrease ARPA funds until expended and reconciled |
| Pipe (Concrete/Metal) | 081-3810 | | | \$ 211,000.00 | \$ (200,000.00) | \$ 11,000.00 | To remove budgeted expenditure for pipe (concrete/metal) |
| Equipment | 081-2430 | | | \$ 144,000.00 | \$ 50,000.00 | \$ 194,000.00 | To increase budget for the purchase of tractors and mowers |
| Shop Equipment | 082-3910 | | | \$ 130,000.00 | \$ (50,000.00) | \$ 80,000.00 | To transfer budgeted funds to 081-2430 for the purchase of equipment |
| Animal Shelter | 090-5065 | \$ - | \$ - | \$ - | \$ 150,000.00 | \$ 340,000.00 | Request from Jasper Animal Rescue Mission for additional operating funds |
| Total Budget Amendments for FY2025 | | \$ - | \$ - | \$ - | \$ (3,649,000.00) | \$ 1,101,500.00 | |
| Grand Total Budget Amendments to Expenditures | | \$ 22,743,591.58 | \$ (3,698,982.81) | \$ 19,044,608.77 | \$ 49,982.81 | \$ 28,295,432.81 | |
| TOTAL ADOPTED/AMENDED BUDGETED EXPENDITURES | | | \$ 55,937,044.00 | | \$ 60,312,370.00 | | |
| SECTION 1--LAPSING EXPENDITURES/CARRY-FORWARD EXPENDITURES | | | \$ (3,698,982.81) | | \$ 3,698,982.81 | | |
| SECTION 2--AMENDMENT FOR RECLASSIFICATION OF EXPENDITURES | | | \$ - | | \$ - | | |
| SECTION 3--BUDGET AMENDMENTS FOR EXPENDITURES AND APPROPRIATIONS | | | \$ - | | \$ (3,649,000.00) | | |
| TOTAL AMENDED BUDGET EXPENDITURES | | | \$ 52,238,061.19 | | \$ 60,362,352.81 | | |

Agenda

Item # 13

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-23

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND S&P PRODUCE, INC. AND S2P, LLC, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; APPROVING THE CREATION OF A MULTICOUNTY PARK WITH HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTICOUNTY PARK AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS AND; AND OTHER RELATED MATTERS.

WHEREAS, Jasper County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County wishes to create a multicounty park with Hampton County, South Carolina more particularly known as the [project name] Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Project Veggie) the form of which is attached here as Exhibit B (“Park Agreement”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, S2P, LLC and S&P Produce, Inc. (“Sponsors”), desires to establish a raw food warehouse and distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$2.9 million and the creation of 19, new full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park; and (3)

Error! Unknown document property name.

providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The creation of the Park and the inclusion of the Project in the Park is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. The Park Agreement is approved and will be complete on adoption of this Ordinance by County Council and the adoption of an approving companion ordinance by the Hampton County, South Carolina.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

First Reading: 09.16.2024
Second Reading: 10.07.2024
Public Hearing: 10.07.2024
Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF PARK AGREEMENT

Agenda

Item # 14

STATE OF SOUTH CAROLINA)
)
 COUNTY OF JASPER)
)
 COUNTY OF HAMPTON)
)
)
)

**AGREEMENT FOR DEVELOPMENT OF
 A JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK (PROJECT VEGGIE)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of [the later of the third reading date for Jasper or the third reading date for Hampton for the MCIP ordinance - just bracket the anticipated date and we will remove the brackets later], by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. [] enacted by Jasper County Council on [Jasper third reading date], and Ordinance No. [], enacted by Hampton County Council on [Hampton third reading date], have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (Project Veggie), referred to herein as the “Park”), to be located upon property more particularly described in Exhibit A hereto; and

WHEREAS, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed

valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by [Company Name] (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Jasper County portion of the Park:

| | |
|-------------------|------|
| A. Jasper County | 100% |
| B. Hampton County | 0% |

If the property is located in the Hampton County portion of the Park:

| | |
|-------------------|------|
| A. Jasper County | 0% |
| B. Hampton County | 100% |

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. **Allocation of Revenues.** Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit B**.

7. **Fees in Lieu of *Ad Valorem* Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

8. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Section 6** and **Section 7** of this Agreement.

9. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff’s Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties

located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend until December 31, 2027, or such other date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Chair, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Jasper County, South Carolina

[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Project _____)(Jasper County/Hampton County Park)]

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Charles H. Phillips, Chairman of County Council
Hampton County, South Carolina

(SEAL)

Attest:

By: _____
Aline Newton, Clerk to County Council
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project _____)
(Jasper County/Hampton County Park)]*

Exhibit A

legal description

Exhibit B Revenue Distribution

For fee in lieu of tax revenues Jasper County (“County”) receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county (“Retained Revenues”) shall be distributed as follows:

- FIRST: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park including expenses incurred with the creation of the joint county industrial and business park and ongoing expenses related to the joint county industrial and business park;
- SECOND: 10% of the Retained Revenues shall be distributed to the County’s Commercial Development Fund;
- THIRD: To the Taxing Entities, where “Taxing Entities” are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity’s millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County’s Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

AMONG

S2P, LLC AND S&P PRODUCE, INC.

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

| PROVISION | BRIEF DESCRIPTION | SECTION REFERENCE |
|---|--------------------------------|--------------------------|
| Sponsors Names | S2P, LLC and S&P Produce, Inc. | Recitals |
| Project Location | Jasper County | Exhibit A |
| Tax Map No. | 048-00-01-005 | Exhibit A |
| FILOT | | |
| • Phase Exemption Period | 30 years | Definitions |
| • Contract Minimum Investment Requirement | \$2,900,000 | Definitions |
| • Contract Minimum Jobs Requirement | 19 jobs | Definitions. |
| • Investment Period | 5 years | Definitions |
| • Assessment Ratio | 6% | Section 4.1(a)(ii) |
| • Millage Rate | 0.343 | Section 4.1(a)(iii) |
| • Fixed or Five-Year Adjustable Millage | Fixed | Section 4.1(a)(iii) |
| • Claw Back Information | Pro-Rata Clawback | Exhibit C |
| Multicounty Park | | Section 1.1 |

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], among Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County, S2P, LLC and S&P Produce, Inc. both organized and existing under the laws of the State of South Carolina (“*Sponsors*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsors, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsors have committed to establish a raw food warehouse and distribution facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$2,900,000 and the creation of 19 new, full-time jobs;

(c) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsors to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsors to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments or other incentives provided by this Fee Agreement brought by third parties or the Sponsors or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsors outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of

the property tax year which is three years from the year in which the County and the Sponsors enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2025.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$2,900,000.

“**Contract Minimum Jobs Requirement**” means not less than 19 full-time, jobs created by the Sponsors in the County in connection with the Project.

“**County**” means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Jasper County Council, the governing body of the County.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsors in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2059, the Final Termination Date is expected to be January 15, 2061, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2025.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the [NAME OF MULTICOUNTY PARK AGREEMENT], dated as of [DATE], between the County and Hampton County, South Carolina.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsors determines to be necessary, suitable, or useful by the Sponsors in connection with its investment in the County.

“Real Property” means real property that the Sponsors uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsors, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“*Sponsors*” means S&P Produce, Inc. and S2P, LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsors under this Fee Agreement.

“*Sponsors Affiliate*” means an entity that participates in the investment [or job creation] at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*State*” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsors, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsors in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsors.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsors, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on [DATE] by adopting an Inducement Resolution, as defined in the Act on [DATE].

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsors. The Sponsors represents and warrants as follows:

(a) The Sponsors is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsors intends to operate the Project as a raw food warehouse and distribution facility and for such other purposes that the Act permits as the Sponsors may deem appropriate.

(c) The Sponsors' execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsors is now a party or by which it is bound.

(d) The Sponsors will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsors to locate the Project in the County.

(f) The Sponsors has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsors intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsors anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsors is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsors, or Sponsors Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2. Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsors is, at the election of the Sponsors, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) The Sponsors shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator or the Economic Development Director, the Sponsors shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsors have elected to [use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate for thirty years equal to 0.343, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsors acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsors timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsors to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsors with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsors shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsors elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsors shall make the following payments to the County with respect to the Replacement

Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsors is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsors may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsors is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsors does not elect to terminate this Fee Agreement, then the Sponsors may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsors elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsors, the Sponsors shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsors may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the

Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsors is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsors has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Other Incentives. The County has agreed to sell the site to Sponsors at a below market value of \$150,000 (“Site Price”). The parties agree the market value of the site is [\$] (“Site Value”).

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsors fails to perform its obligations under this Fee Agreement as described in Exhibit C, then the Sponsors is subject to the claw backs as described in Exhibit C. Any amount that may be due from the Sponsors to the County as calculated in accordance with or described in Exhibit C is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsors to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit C survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsors which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsors to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsors specifying such failure and requesting that it be remedied, unless the Sponsors has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsors is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsors to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is

corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsors has occurred and is continuing, then the County may take any one or more of the following remedial actions:

- (i) terminate this Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsors may take any one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsors may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsors. The Sponsors may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsors acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required

to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsors with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsors to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsors shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsors shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsors shall pay the County within 30 days of receipt of the statement. The Sponsors may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsors to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsors shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsors expense. The Sponsors is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsors is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsors is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsors with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsors notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsors for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsors under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsors may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsors agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsors is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsors is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsors will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$7,500 relating to the negotiation, documentation and approval of this Agreement. The Sponsor shall also be responsible for all any other Administration Expenses incurred by the County during the term of this Agreement. The Sponsors will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsors shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsors of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSORS AFFILIATES

Section 9.1. *Sponsors Affiliates.* The Sponsors may designate Sponsors Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsors Affiliate, the Sponsors must deliver written notice to the Economic Development Director identifying the Sponsors Affiliate and requesting the County's approval of the Sponsors Affiliate. Except with respect to a Sponsors Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsors Affiliate may be given by the County Administrator delivering written notice to the Sponsors and Sponsors Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsors Affiliate to join in the investment at the Project. The Sponsors Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsors Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsors Affiliate, the Sponsors acknowledges that it has the primary responsibility for the duties and obligations of the Sponsors and any Sponsors Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsors Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsors shall make such FILOT Payments or remit such other amounts on behalf of the Sponsors Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Gregg Senn
327 Wholesale Lane
West Columbia, SC 29172

WITH A COPY TO (does not constitute notice):

Burnet R. Maybank, III
1221 Main Street, Suite 1200
Columbia, SC 29201

IF TO THE COUNTY:

Jasper County, South Carolina
Attn: Jasper County Administrator
P.O. Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsors. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsors any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsors.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsors, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsors such additional instruments as the Sponsors may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsors with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsors the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsors does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsors to provide a special source revenue or Infrastructure Credit to the Sponsors [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsors to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsors are not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsors reasonable control.

Section 10.10. Termination; Termination by Sponsors.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsors are authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsors obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsors terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsors have caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

S&P Produce, Inc.

By: Gregg Senn
Its: President

S2P, LLC

By: Gregg Senn
Its: President

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Jasper County, South Carolina (“County”) and [COMPANY] (“Sponsors”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsors [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsors Affiliate as if it were a Sponsors [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsors Affiliate by the Sponsors for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsors Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsors Affiliate.

The Sponsors Affiliate represents and warrants to the County as follows:

(a) The Sponsors Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsors Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsors Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsors Affiliate to join with the Sponsors in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsors Affiliate under the Fee Agreement effective as of the date set forth above.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 6.1)
DESCRIPTION OF CLAW BACK

Should Sponsors fail to meet the Contract Minimum Investment Requirement, a pro rata clawback shall be paid calculated as follows:

Repayment Amount = Total Benefits Received x Claw Back Percentage

The following definitions shall apply:

“Land Component” means the difference between the Site Value and the Site Price.

“Total Benefits Received” means the difference between the amount Sponsors pay under this Fee Agreement and the amount of ad valorem tax that would be owed absent this Fee Agreement plus the Land Component.

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the Total Benefits Received were equal to \$1,000,000 \$2,800,000 had been invested at the Project and 13 jobs had been created by the end of the Investment Period, the Claw Back Percentage would be calculated as follows:

Jobs Achievement Percentage = 13/19 = 68.42%

Investment Achievement Percentage = 2,800,000/2,900,000 = 96.55%

Overall Achievement Percentage = 68.42+96.55/2 = 82.49%

Claw Back Percentage = 100% - 82.49% = 17.51%

Repayment Amount = \$1,000,000 x 17.51% = \$175,100

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit C within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit C survives termination of this Fee Agreement.

Agenda

Item # 15



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

| | |
|------------------------|---|
| Meeting Date: | October 7, 2024 |
| Project: | Zoning Map Amendment – Residential |
| Applicant: | Roberto Cubias and Jasper County Planning Commission |
| Tax Map Number: | 029-00-02-100 – 1607 Deerfield Road – by Roberto Cubias 029-00-02-099 – 1613 Deerfield Road – by Jasper County Planning Commission 029-00-02-095 – 1619 Deerfield Road – by Jasper County Planning Commission |
| Submitted For: | 1 st Reading |
| Recommendation: | Planning Commission recommends approval |

Description: A property owner and the Jasper County Planning Commission requests that three (3) properties be designated as Residential on the Official Jasper County Zoning Map. Parcel #029-00-02-100 consists of a total of 1.08 acres, located at 1607 Deerfield Road. Parcel #029-00-02-099, consists of 1.06 acres and is located at 1613 Deerfield Road. Parcel #029-00-02-095, consists of 2.86 acres and is located at 1619 Deerfield Road. The property owner submitted a zoning map amendment application for Parcel #029-00-02-100 and during Planning Commission’s review, the Commission recommended that the two additional properties be re-zoned to Residential too, since they are all immediately adjacent to each other and all three parcels were originally part of a larger tract. The properties are currently zoned Rural Preservation. The applicant intends to place a mobile home on the property. The side yard setbacks are 25’ in the Rural Preservation Zoning District, whereas, the side yard setbacks in the Residential Zoning District require 10’ setbacks, which would allow for the front door of the mobile home to face Deerfield Road, also meeting the requirements of the zoning ordinance. The Planning Commission recognized that the two additional properties will be faced with the same challenges, which is why they recommended re-zoning of the two additional properties.

Analysis: The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition.” The Urban Transition areas are pockets of unincorporated Jasper County that are partially or entirely surrounded by either the City of Hardeeville or the Town of Ridgeland. For areas that experience new development or redevelopment within the Urban Transition zones, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Rural Preservation and Residential with the municipal limits of Hardeeville adjacent to the property’s southern boundary.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property with an automotive towing business located across the road.
- **Traffic and Access:** The subject property is accessed by Deerfield Road, which is a two-lane state-maintained highway classified as a major arterial.

Planning Commission Recommendation: The subject properties are existing lots intended for a single-family residence and not intended to for any other type of development; as such, Planning Commission recommends approval to have the properties designated as Residential.

Attachments:

1. Application
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2024 - _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer three (3) parcels located at 1607, 1613, and 1619 Deerfield Road, bearing Jasper County Tax Map Numbers 029-00-02-100, 029-00-02-099, and 029-00-02-095 from the Rural Preservation Zone to the Residential Zone on the Official Zoning Map of Jasper County.

WHEREAS, the owner of a property and the Jasper County Planning Commission requests parcels bearing Jasper County Tax Map Numbers 029-00-02-100 consisting of 1.08 acres, 029-00-02-099 consisting of 1.06 acres, and 029-00-02-095 consisting of 2.86 acres, located at 1607, 1613, and 1619 Deerfield Road, has requested rezoning of the parcels on the Official Zoning Map of Jasper County from the Rural Preservation Zone to the Residential Zone; and

WHEREAS, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

WHEREAS, this matter is now before the Jasper County Council for determination;

NOW THEREFORE BE IT ORDAINED, by the Jasper County Council in council duly convened and by the authority of the same:

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 1.08 acres bearing Jasper County Tax Map

Number 029-00-02-100, located at 1607 Deerfield Road; approximately 1.06 acres bearing Jasper County Tax Map Number 029-00-02-099, located at 1613 Deerfield Road; and approximately 2.86 acres bearing Jasper County Tax Map Number 029-00-02-095, located at 1619 Deerfield Road, all depicted on the Official Zoning Map of Jasper County in the Rural Preservation Zone shall be changed to the Residential Zone.

2. This ordinance shall take effect upon approval by Council.

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: # 2024-__

First Reading: _____

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
September 10, 2024 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



Jasper County Planning Department

358 Third Avenue - Post Office Box 1659
 Ridgeland, South Carolina 29936
 Phone (843) 717-3650 Fax (843) 726-7707

Zoning Map Amendment Application

| | |
|--|--|
| Owner or Owner-Authorized Applicant: | Roberto Cubias |
| Address: | 1607 Deerfield Rd |
| Telephone: | 843-415-6755 |
| Email: | incscubias1129@gmail.com |
| Property Address or Physical Location: | 1607 Deerfield Rd |
| Tax Map Number(s) | 029-00-02-100 |
| Gross Acreage: | 1.08 |
| Current Zoning | Ruled Preservation |
| Proposed Zoning: | Residential |
| Administrative Fee: (\$300 per lot) except for PDD applications | \$300 |
| Date Mailed or Hand Delivered: | 8.12.24 |
| Reason for Request: (attach narrative if necessary) | Change zoning to have setbacks that accommodate MBH Facing the road. |

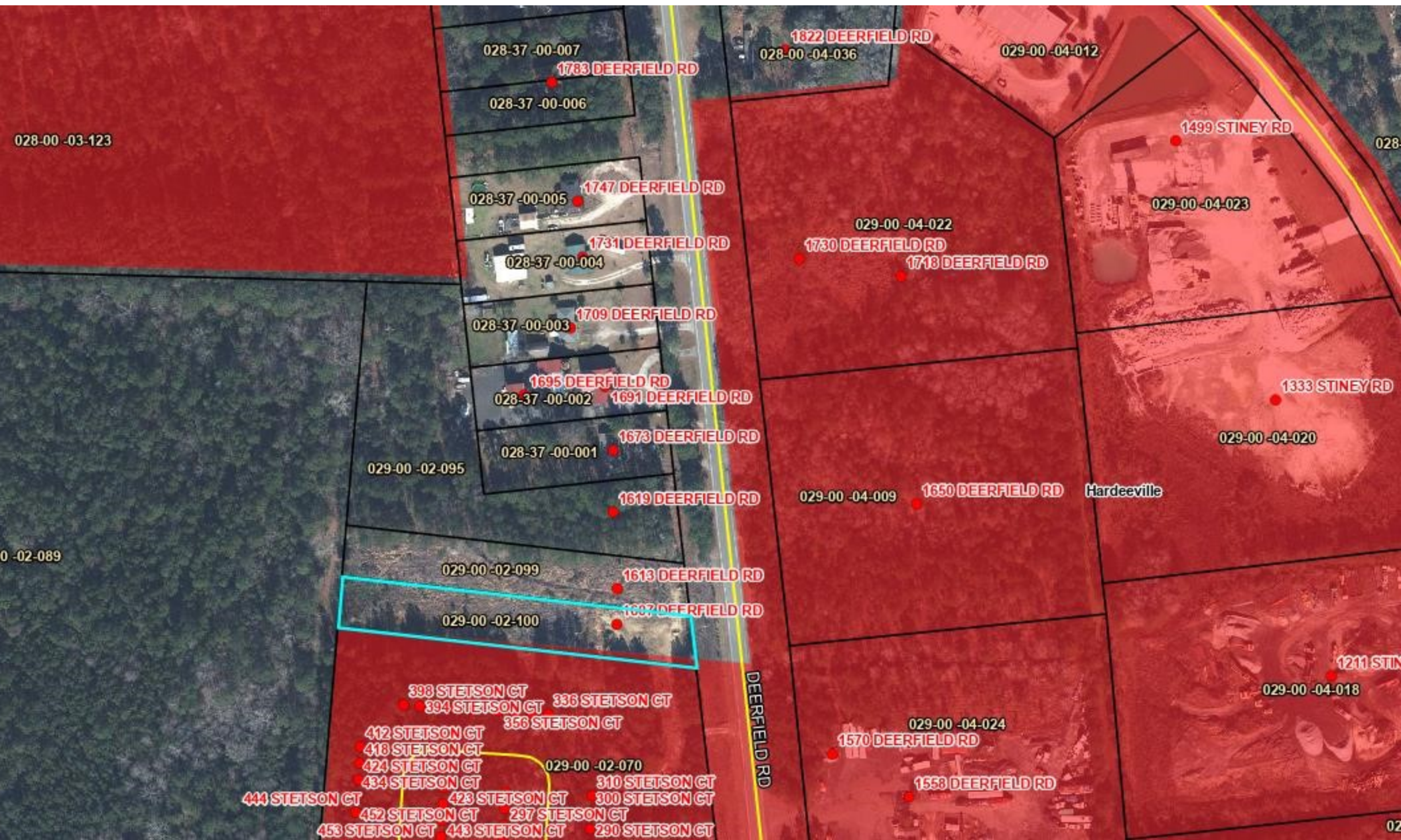
Roberto Cubias 08-12-2024

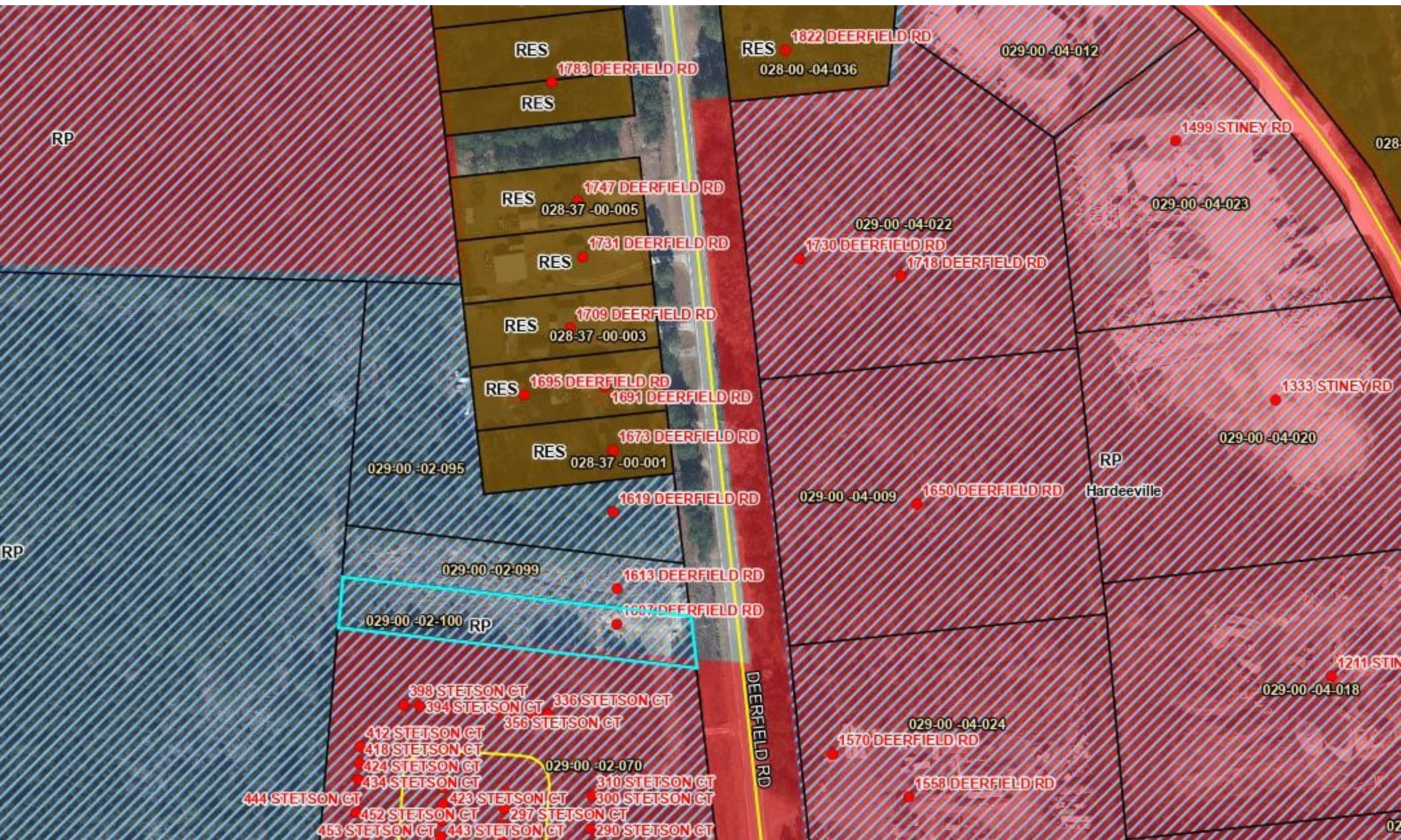
Signature of Owner or Owner-Authorized Applicant
 (Proof of owner-authorization required)

Date

Internal Use Only

| | |
|------------------|---------------------|
| Date Received: | 8.12.24 |
| Amount Received: | \$300- |
| Staff Member: | T. Hayes Tara Hayes |





Agenda

Item # 16



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Approval and Acceptance of the McMillan Pazdan Smith Architecture Contract for the Design of the Coosawhatchie Fire Station

| | |
|------------------------|---|
| Meeting Date: | October 7, 2024 |
| Subject: | Approval and acceptance of the McMillan Pazdan Smith Architecture contract for the design of the Coosawhatchie Fire Station not to exceed \$727,333. |
| Recommendation: | The County Council approves and accepts the McMillan Pazdan Smith Architecture contract for the design of the Coosawhatchie Fire Station not to exceed \$727,333 and authorizes the County Administrator to execute the contract with McMillan Pazdan Smith Architecture. |

Description: The Jasper County Council approved the M. B. Kahn work authorization for the Coosawhatchie Fire Station in the amount of \$7,830,000 on October 16, 2023, and which was executed on October 17, 2023. The architectural design of the Coosawhatchie Fire Station is included in the executed work authorization, and McMillan Pazdan Smith Architecture is included in the Jasper County indefinite delivery contract list of providers.

Recommendation: Staff requests that the County Council approves and accepts the McMillan Smith Architecture contract for the design of the Coosawhatchie Fire Station not to exceed \$727,333 and authorizes the County Administrator to execute the contract with McMillan Pazdan Smith Architecture. The funding of which will initially be from the Unassigned General Fund Balance as a Cash Carry-Forward.

Attachments:

McMillan Pazdan Smith Architecture Contract
M. B. Kahn Work Authorization No. 004 10.10.2023 for Coosawhatchie Fire Station

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 12 day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Jasper County ("JACTY")
PO Box 1149
358 Third Avenue
Ridgeland, SC 29936
Andrew P. Fulghum, ICMA-CM, County Administrator
843-717-3690
jaspercountysc.gov

and the Architect:
(Name, legal status, address, and other information)

McMillan Pazdan Smith Architecture
850 Morrison Dr Suite 600
Charleston, SC 29403
843-566-0771
Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect
bfessler@mcmillanpazdansmith.com

for the following Project:
(Name, location, and detailed description)

Fire-Rescue Station 31
Jasper County, South Carolina
MPS Project Number: 023331.00
County Contract Number: 0001-IDC

The Construction Manager (if known):
(Name, legal status, address, and other information)

M.B. Kahn Construction Co., Inc.
101 Flintlake Rd.
Columbia, SC 29223
803-736-2950
Craig Floyd, Executive Vice President

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(896033867)

TABLE OF ARTICLES

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| 3 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 4 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5 | OWNER'S RESPONSIBILITIES |
| 6 | COST OF THE WORK |
| 7 | COPYRIGHTS AND LICENSES |
| 8 | CLAIMS AND DISPUTES |
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| 10 | MISCELLANEOUS PROVISIONS |
| 11 | COMPENSATION |
| 12 | SPECIAL TERMS AND CONDITIONS |
| 13 | SCOPE OF THE AGREEMENT |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed)

It is understood that this work will be completed under our current indefinite delivery contract (IDC) with the County. Note that MPS acquired Watson Tate Savory (WTS) Architecture in October of 2021, which was the original holder of this ongoing IDC from 2014.

It is understood that M.B. Kahn Construction Co. (MBK) will be the General Contractor for this project. The project will be delivered under a Construction Manager at Risk (CMAR) delivery method. MBK will have a separate contract for their scope of work, which will include overall program management, cost estimating, scheduling, and all construction related work.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

MPS understands there is an immediate need to develop a new fire-rescue station to replace the existing and closed Fire Station 31, located at 6691 W. Frontage Road, Coosawhatchie, South Carolina. Due to the limitations of the existing site, a new site will be selected by JACTY in the near future. We understand the design will be similar to the recently completed Marsh Cove Fire Station, but with 4 apparatus garage bays and 10 bunk rooms. The total building size is estimated at most 8,000 sf. MPS expects that the Owner will provide a geotechnical report, environmental report, and topographical / boundary surveys for the site prior to beginning the schematic design phase.

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(896033867)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

JACTY has established the total project budget at \$9M. This includes construction costs, design fees, furnishings, technology, and contingencies. It is noted that land acquisition costs are excluded and will be provided from a separate funding source. The building construction budget has been established at \$5,091,900. MPS reserves the right to renegotiate design fees if scope or budget is exceeded.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

Schedule will be determined when the full scope of work is known by MPS and MBK.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7

(Paragraphs deleted)

Deleted. No used.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Andrew P. Fulghum, ICMA-CM, County Administrator
843-717-3690

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

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(896033867)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

M.B. Kahn Construction Co., Inc.
101 Flintlake Rd.
Columbia, SC 29223
803-736-2950
Craig Floyd, Executive Vice President

(Paragraphs deleted)

- .2 Geotechnical Engineer:

TBD

(Paragraphs deleted)

- .3 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Special Inspections and others TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect
bfessler@mcmillanpazdansmith.com
McMillan Pazdan Smith Architecture
850 Morrison Dr Suite 600
Charleston, SC 29403
843-566-0771

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Surveying, Civil Engineering, Landscaping, & Structural Engineer:

Davis and Floyd, Inc.
1940 Algonquin Road, Suite 301
Charleston, SC 29405
Phone: (843) 554-8602

- .2 Mechanical, Electrical, Plumbing, Fire Protection Engineer:

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User Notes:

(896033867)

RMF Engineering, Inc.
194 Seven Farms Dr., Suite G
Charleston, SC 29492
Phone: 843-971-9639

(Paragraphs deleted)

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

Init.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and ten million dollars (\$ 10,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and mark, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's mark of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be

responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Init.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 Assistance with Selection of Construction Manager | Not provided |
| § 4.1.1.2 Programming | Architect |
| § 4.1.1.3 Multiple Preliminary Designs | Not provided |
| § 4.1.1.4 Measured drawings | Not provided |
| § 4.1.1.5 Existing facilities surveys | Not provided |
| § 4.1.1.6 Site evaluation and planning | Not provided |
| § 4.1.1.7 Building Information Model management responsibilities | Not provided |
| § 4.1.1.8 Development of Building Information Models for post construction use | Not provided |
| § 4.1.1.9 Civil engineering | Architect's Consultant |
| § 4.1.1.10 Landscape design | Architect's Consultant |
| § 4.1.1.11 Architectural interior design | Not provided |
| § 4.1.1.12 Value analysis | Not provided |
| § 4.1.1.13 Cost estimating | Not provided |
| § 4.1.1.14 On-site project representation | Not provided |
| § 4.1.1.15 Conformed documents for construction | Not provided |
| § 4.1.1.16 As-designed record drawings | Architect |
| § 4.1.1.17 As-constructed record drawings | Not provided |
| § 4.1.1.18 Post-occupancy evaluation | Not provided |
| § 4.1.1.19 Facility support services | Not provided |
| § 4.1.1.20 Tenant-related services | Not provided |
| § 4.1.1.21 Architect's coordination of the Owner's consultants | Not provided |
| § 4.1.1.22 Telecommunications/data design | Architect's Consultant – Infrastructure Only* |
| § 4.1.1.23 Security evaluation and planning | Not provided |
| § 4.1.1.24 Commissioning | Not provided |
| § 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3 | Not provided |
| § 4.1.1.26 Historic preservation | Not provided |
| § 4.1.1.27 Furniture, furnishings, and equipment design | Not provided |
| § 4.1.1.28 Other services provided by specialty Consultants | Not provided |
| § 4.1.1.29 Other Supplemental Services | Not provided |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Programming – Refer to Ex. A, MPS Proposal dated September 26, 2023. MPS will conduct a building programming session with JACTY to finalize the building project scope. The session shall be a Workshop / Charrette in which all project stakeholders are engaged. It is anticipated that the workshop will be at most a half-day session. The decisions and results will be documented in the form of a written report. This facility spatial program will provide the basis for the Schematic Design and all future design phases of the project.

Civil Engineering & Landscape Design – Provided by Davis and Floyd, Inc. - Professional services for surveying, civil engineering, landscaping, and structural engineering design of the proposed structure known as the New Coosawatchie Fire-Rescue Station 31 in Jasper County, South Carolina. The Basic Services include schematic design, design development, construction documents, permitting, procurement (bidding and negotiations), and general construction administration.

As-Designed Record Drawings – The record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

Telecommunications/Data Design – Infrastructure only, not full design services. Provided by RMF Engineering.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Nine (9) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Four (4) visits to the site by D|F Structural during construction
- .6 Five (5) visits to the site by RMF (MEP) during construction
- .7 Four (4) visits to the site by D|F Civil during construction

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 Not Used

§ 8.3.1.1 Not Used

§ 8.3.2 Not Used

§ 8.3.3 Not Used

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Not Used

§ 8.3.4.2 Not Used

§ 8.3.4.3 Not Used

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

15% of the total Compensation for the balance of Work not completed and enumerated in Article 11 as revised.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the

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Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

| | Programming & Workshop | Schematic Design | Design Development | Construction Documents | Bidding / Procurement | Construction Admin | TOTALS |
|------------------------------|------------------------|------------------|--------------------|------------------------|-----------------------|--------------------|------------------|
| Basic Services | | | | | | | |
| MPS: Architecture | \$10,358 | \$46,428 | \$74,350 | \$105,862 | \$9,069 | \$79,290 | \$325,354 |
| RMF: Mech Elec Plumb FP | \$6,458 | \$11,960 | \$24,638 | \$49,275 | \$6,399 | \$24,458 | \$123,188 |
| DIF: Structural | \$0 | \$8,407 | \$13,473 | \$14,665 | \$2,486 | \$14,768 | \$53,800 |
| | \$16,817 | \$66,792 | \$112,480 | \$169,802 | \$17,954 | \$118,516 | \$502,341 |
| Supplemental Services | | | | | | | |
| RMF: IT / DAS / PURVIS Coord | \$0 | \$0 | \$0 | \$12,498 | \$0 | \$0 | \$12,498 |
| DIF: Civil and Landscape | \$0 | \$48,916 | \$24,751 | \$33,012 | \$57,672 | \$48,141 | \$212,493 |
| TOTALS | \$16,817 | \$116,709 | \$137,211 | \$216,312 | \$75,626 | \$166,657 | \$727,333 |

(Note that these totals are 4% higher than the 9.26.2023 proposal letter to reflect current design team 2024 billing rates)

- .2 Percentage Basis
(Insert percentage value)

N/A.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Provided on an hourly basis per Exhibit B (MPS 2024 Hourly Fee Schedule) or a pre-negotiated lump sum amount.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Provided on an hourly basis per Exhibit B (MPS 2024 Hourly Fee Schedule) or a pre-negotiated lump sum amount.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table deleted)

Refer to the compensation table in clause 10.1 above.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit B – MPS 2024 Fee Schedule

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 **Not Applicable**

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – MPS Proposal dated September 26, 2023
Exhibit B – MPS 2024 Fee Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Andrew P. Fulghum, ICMA-CM, County
Administrator

(Printed name and title)

ARCHITECT *(Signature)*

Paulette Myers, AIA Principal | Director of Charleston
Office

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:41:38 ET on 09/11/2024.

PAGE 1

AGREEMENT made as of the 12 day of September in the year 2024

...

Jasper County ("JACTY")
PO Box 1149
358 Third Avenue
Ridgeland, SC 29936
Andrew P. Fulghum, ICMA-CM, County Administrator
843-717-3690
jaspercountysc.gov

...

McMillan Pazdan Smith Architecture
850 Morrison Dr Suite 600
Charleston, SC 29403
843-566-0771
Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect
bfessler@mcmillanpazdansmith.com

...

Fire-Rescue Station 31
Jasper County, South Carolina
MPS Project Number: 023331.00
County Contract Number: 0001-IDC

...

M.B. Kahn Construction Co., Inc.
101 Flintlake Rd.
Columbia, SC 29223
803-736-2950
Craig Floyd, Executive Vice President

PAGE 2

It is understood that this work will be completed under our current indefinite delivery contract (IDC) with the County. Note that MPS acquired Watson Tate Savory (WTS) Architecture in October of 2021, which was the original holder of this ongoing IDC from 2014.

It is understood that M.B. Kahn Construction Co. (MBK) will be the General Contractor for this project. The project will be delivered under a Construction Manager at Risk (CMAR) delivery method. MBK will have a separate contract for their scope of work, which will include overall program management, cost estimating, scheduling, and all construction related work.

...

MPS understands there is an immediate need to develop a new fire-rescue station to replace the existing and closed Fire Station 31, located at 6691 W. Frontage Road, Coosawatchie, South Carolina. Due to the limitations of the existing site, a new site will be selected by JACTY in the near future. We understand the design will be similar to the recently completed Marsh Cove Fire Station, but with 4 apparatus garage bays and 10 bunk rooms. The total building size is estimated at most 8,000 sf. MPS expects that the Owner will provide a geotechnical report, environmental report, and topographical / boundary surveys for the site prior to beginning the schematic design phase.

PAGE 3

JACTY has established the total project budget at \$9M. This includes construction costs, design fees, furnishings, technology, and contingencies. It is noted that land acquisition costs are excluded and will be provided from a separate funding source. The building construction budget has been established at \$5,091,900. MPS reserves the right to renegotiate design fees if scope or budget is exceeded.

...

TBD

...

TBD

...

TBD

...

Schedule will be determined when the full scope of work is known by MPS and MBK.

...

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

N/A

~~§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)~~

~~Deleted. No used.~~

~~§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

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User Notes:

(896033867)

...

Andrew P. Fulghum, ICMA-CM, County Administrator
843-717-3690

PAGE 4

N/A

...

M.B. Kahn Construction Co., Inc.
101 Flintlake Rd.
~~.2 Land Surveyor:~~ Columbia, SC 29223
803-736-2950
Craig Floyd, Executive Vice President

~~.3~~ .2 Geotechnical Engineer:

TBD

...

~~.4~~ Civil Engineer:

~~.5~~ .3 Other consultants and contractors:

...

Special Inspections and others TBD

...

Brian Fessler, AIA, LEED AP+, GGP | Senior Associate, Architect
bfessler@mcmillanpazdansmith.com
McMillan Pazdan Smith Architecture
850 Morrison Dr Suite 600
Charleston, SC 29403
843-566-0771

...

.1 Surveying, Civil Engineering, Landscaping, & Structural Engineer:

Davis and Floyd, Inc.
1940 Algonquin Road, Suite 301
Charleston, SC 29405
Phone: (843) 554-8602

...
2 Mechanical-Mechanical, Electrical, Plumbing, Fire Protection Engineer:

RMF Engineering, Inc.
194 Seven Farms Dr., Suite G
Charleston, SC 29492

3 Electrical Engineer:

Phone: 843-971-9639

PAGE 5

N/A

...

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00) each accident, one million dollars (\$ 1,000,000.00) each employee, and one million dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional ~~services,~~ services with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and ten million dollars (\$ 10,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 10

§ 3.6.4.2 The Architect shall review and ~~approve,~~ mark, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's ~~approval~~ mark of a specific item shall not indicate approval of an assembly of which the item is a component.

PAGE 12

| | | |
|------------|--|--|
| § 4.1.1.1 | Assistance with Selection of Construction Manager | <u>Not provided</u> |
| § 4.1.1.2 | Programming | <u>Architect</u> |
| § 4.1.1.3 | Multiple Preliminary Designs | <u>Not provided</u> |
| § 4.1.1.4 | Measured drawings | <u>Not provided</u> |
| § 4.1.1.5 | Existing facilities surveys | <u>Not provided</u> |
| § 4.1.1.6 | Site evaluation and planning | <u>Not provided</u> |
| § 4.1.1.7 | Building Information Model management responsibilities | <u>Not provided</u> |
| § 4.1.1.8 | Development of Building Information Models for post construction use | <u>Not provided</u> |
| § 4.1.1.9 | Civil engineering | <u>Architect's Consultant</u> |
| § 4.1.1.10 | Landscape design | <u>Architect's Consultant</u> |
| § 4.1.1.11 | Architectural interior design | <u>Not provided</u> |
| § 4.1.1.12 | Value analysis | <u>Not provided</u> |
| § 4.1.1.13 | Cost estimating | <u>Not provided</u> |
| § 4.1.1.14 | On-site project representation | <u>Not provided</u> |
| § 4.1.1.15 | Conformed documents for construction | <u>Not provided</u> |
| § 4.1.1.16 | As-designed record drawings | <u>Architect</u> |
| § 4.1.1.17 | As-constructed record drawings | <u>Not provided</u> |
| § 4.1.1.18 | Post-occupancy evaluation | <u>Not provided</u> |
| § 4.1.1.19 | Facility support services | <u>Not provided</u> |
| § 4.1.1.20 | Tenant-related services | <u>Not provided</u> |
| § 4.1.1.21 | Architect's coordination of the Owner's consultants | <u>Not provided</u> |
| § 4.1.1.22 | Telecommunications/data design | <u>Architect's Consultant – Infrastructure Only*</u> |
| § 4.1.1.23 | Security evaluation and planning | <u>Not provided</u> |
| § 4.1.1.24 | Commissioning | <u>Not provided</u> |
| § 4.1.1.25 | Sustainable Project Services pursuant to Section 4.1.3 | <u>Not provided</u> |
| § 4.1.1.26 | Historic preservation | <u>Not provided</u> |
| § 4.1.1.27 | Furniture, furnishings, and equipment design | <u>Not provided</u> |
| § 4.1.1.28 | Other services provided by specialty Consultants | <u>Not provided</u> |
| § 4.1.1.29 | Other Supplemental Services | <u>Not provided</u> |

PAGE 13

Programming – Refer to Ex. A, MPS Proposal dated September 26, 2023. MPS will conduct a building programming session with JACTY to finalize the building project scope. The session shall be a Workshop / Charrette in which all project stakeholders are engaged. It is anticipated that the workshop will be at most a half-day session. The decisions and results will be documented in the form of a written report. This facility spatial program will provide the basis for the Schematic Design and all future design phases of the project.

Civil Engineering & Landscape Design – Provided by Davis and Floyd, Inc. - Professional services for surveying, civil engineering, landscaping, and structural engineering design of the proposed structure known as the New Coosawhatchie Fire-Rescue Station 31 in Jasper County, South Carolina. The Basic Services include schematic design, design development, construction documents, permitting, procurement (bidding and negotiations), and general construction administration.

As-Designed Record Drawings – The record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

Telecommunications/Data Design – Infrastructure only, not full design services. Provided by RMF Engineering.

...

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Nine (9) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Four (4) visits to the site by DIF Structural during construction
- .6 Five (5) visits to the site by RMF (MEP) during construction
- .7 Four (4) visits to the site by DIF Civil during construction

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[] Litigation in a court of competent jurisdiction

PAGE 19

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~Not Used

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~Not Used

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~Not Used

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~Not Used

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~Not Used

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~Not Used

N/A

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Not Applicable~~

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % monthly

...

N/A
PAGE 24

~~.2 Building Information Modeling Exhibit, if completed: AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

...

Other Exhibits incorporated into this Agreement:

...

Exhibit A – MPS Proposal dated September 26, 2023
Exhibit B – MPS 2024 Fee Schedule

...

N/A

...

Andrew P. Fulghum, ICMA-CM, County
Administrator

Paulette Myers, AIA Principal | Director of Charleston
Office

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brian Fessler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:41:38 ET on 09/11/2024 under Order No. 3104240139 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Jasper
County
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 004 10.10.2023

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name: Cooswhatchie Fire Station

Project Budget: \$7,830,000

- Note: Work Authorization budget does not include costs for the land purchase or items associated with land acquisition*



Jasper County

10-17-23
Date

Andrew P. Fulghum, County Administrator

Name, Title

Agenda

Item # 17

Public Comments

Agenda

Item # 18



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 · 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Administrator's Report October 7, 2024

1. Utility Tax Credit Donation from Palmetto Electric Cooperative:

As discussed at your last meeting, Palmetto Electric Cooperative made a generous donation of \$74,500.00 through the utility tax credit program authorized by the SC Rural Development Act. The funds went toward site work in Cypress Ridge Industrial Park that will benefit S & P Produce, Inc. (formerly known as Project Veggie) and other future tenants in the park as well. We are most appreciative of this funding and the millions of dollars Palmetto Electric Cooperative has invested in the park over the years.

2. South Carolina Ports Authority Ambassador Program:

I completed my first session of the Port Ambassadors Program on Sept. 20. It is a well-organized program that presents a great learning opportunity. I am thankful for the nomination of Rep. Weston Newton and the County Council's support of my attendance.

3. Data Analytics – Departmental Accountability Reporting Dashboards:

I will provide a brief review of the department dashboards.

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report September 17, 2024 – October 7, 2024

1. 2024 Transportation Sale Tax Referendum:
Ordinance, educational handout, and map have been placed on the County's website.
2. Economic Development Projects:
Met with SCA staff, outside counsel, and the County Attorney on September 18 and 25 and scheduled to meet again on Oct. 2 to review active economic development projects. Scheduled to meet with legal counsel and staff on Oct. 7 to discuss proposed USCB MCIP.
3. Emergency Management:
Detention Center Fire Sept. 21 and Hurricane Helene Sept. 27.
4. Beaufort/Jasper Housing Trust Fund:
Attended meeting with local government managers and representatives of Beaufort-Jasper Housing Trust, Inc. on Sept. 26.
5. Exit 3:
Attended Exit 3 Lead Group meeting on Sept. 17. Forwarded adopted County Council Ordinance. Awaiting date for SC Transportation Infrastructure Bank (SCTIB) Board meeting.
6. Other Meetings/Events Attended or Scheduled to Attend:
County Council special meeting and public hearing on September 19, SC Ports Authority (SCSPA) Board meeting on Sept. 24, and the State of the Region Luncheon on Oct. 3.

ANGELA BOYLES



ANGELA'S FAVORITES

HOLIDAY:
EASTER, FOR HE HAS RISEN

SEASON: SUMMER

COLOR: AQUA

HOBBIES: SPENDING TIME WITH MY SONS, HIKING, HUNTING, GOLFING, FISHING, BOATING, READING, MUSIC, HISTORY, PAINTING, GENEALOGY, HARRY POTTER, BURBERRY, LEGOS AND GOING OUT TO EAT.

PLACE TRAVELED:
NEW YORK CITY

DREAM TRAVEL DESTINATION:
ALL OF EUROPE

IF YOU WON \$1,000,000, WHAT WOULD YOU DO WITH IT?
I WOULD GIVE TO MY SONS, DONATE TO MY CHURCH, CHARITIES, SIBLINGS & FRIENDS.



ANGELA HAS BEEN WITH JASPER COUNTY SINCE MAY 2022. SHE CURRENTLY SERVES AS AN ADMINISTRATIVE CLERK II FOR THE JASPER COUNTY ASSESSOR'S OFFICE. SHE HAS TWO SONS, DEAN AND DEVIN. SHE ALSO HAS TWO DOGS, DIESEL AND DENIM, AND ONE CAT, BOLT.

FAVORITE QUOTE: THE DEVIL WHISPERED IN MY EAR, YOU ARE NOT STRONG ENOUGH TO WITHSTAND THE STORM. I SAID I AM THE DAUGHTER OF A KING, I AM A CHILD OF GOD, I AM THE STORM!

September 30th, 2024



Kevin A. Shwedo
Executive Director

State of South Carolina

Department of Motor Vehicles

EXTENSIONS TO SCDMV DOCUMENT EXPIRATIONS

The South Carolina Department of Motor Vehicles is diligently working to ensure the agency continues to perform its essential operations as we respond to the impacts of Hurricane Helene in South Carolina. For these reasons, I am putting the following guidelines in place to assist our citizens:

- Treat all identification cards, non-commercial driver's licenses, beginner's permits, and parking placards for people with disabilities with expiration dates from September 27th, 2024 through October 31st, 2024, as valid until November 1st, 2024. All public and private businesses, companies, agencies, and organizations of any kind are urged to accept these documents as valid. (*Commercial driver's licenses (CDL), commercial learner's permits (CLP), will be extended if and when guidance is issued by the Federal Motor Carrier Safety Administration (FMCSA)*).
- All state-registered vehicles, with registrations that expire in September 2024 will be valid until November 1st, 2024.
- Because some state residents are not able to pay vehicle property taxes in counties that are or will be closed to the public and because closure of county offices may delay issuance of tax bills, the Department of Motor Vehicles will suspend the collection of late fees for late vehicle registration renewals and suspend the suspension of driver's licenses for failure to pay property taxes for registration renewals that expire in September 2024 until November 1st, 2024.
- Treat all traceable temporary license plates with expiration dates of September 27th through October 31, 2024 as valid until November 1st, 2024. Vehicles that have expired temporary plates that are not properly titled and registered within 45 days after November 1st, 2024 will be considered as having expired registrations.

We ask all law enforcement agencies in South Carolina to take these measures into consideration. It is understood that expired South Carolina driver's licenses, beginner's permits, commercial driver's licenses, or commercial learner's permits and vehicle license plates may not be recognized outside of South Carolina. It is suggested, however, that a copy of this guidance be maintained by drivers or inside vehicles that fall into categories addressed above.

Regards,

A handwritten signature in blue ink that reads "Kevin A. Shwedo".

Kevin A. Shwedo
Executive Director, SCDMV



Office of Jasper County Treasurer

P.O. BOX 722 • Ridgeland, South Carolina 29936

Oct 1, 2024

Department of Revenue

c/o Amelia Ruple

c/o Lisa Stokes

To whom it may concern,

Under State code SC12-4-520(6), Jasper County is requesting an extension for the collection of property taxes due to the power outages caused by the named storm Helene.

County offices were unable to open from September 27, 2024, through September 30, 2024, and were able to open on October 1, 2024.

We ask that this extension be granted until Oct 14, 2024.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Skinner", with a long horizontal line extending to the right.

Michael Skinner

Jasper County Treasurer

Consent Agenda

Item Numbers 19-24



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Approval and Acceptance of the Proposal from Ceres Environmental For Disaster Debris Management and Recovery Services

| | |
|------------------------|--|
| Meeting Date: | October 7, 2024 |
| Subject: | Approval and acceptance of the proposal from Ceres Environmental for disaster debris management and recovery services |
| Recommendation: | The County Council approve and accept the proposal from Ceres Environmental for disaster debris management and recovery services and authorize the County Administrator to negotiate and enter into a contract, after review by the County Attorney, with Ceres Environmental for disaster management and recovery services. |

Description: Jasper County advertised proposals to be received for **DISASTER DEBRIS MANAGEMENT & RECOVERY** until the 25th day of July, 2024 at 3:00 P.M. Eight proposals were received timely and the names of the proposers were publicly read in the Jasper County Council Chambers. A selection committee consisting of Fire Chief and Emergency Management Director Russell Wells, Deputy Chief Darran Vaughn, Emergency Management Coordinator Richard Hughes, and Lt. David Peterson, Planning Section Chief met to review and score the proposals. The Ceres Environmental proposal received the highest score of the eight proposals.

Recommendation: Based on the consideration and scoring of the review committee, staff requests that the Council approve and accept the proposal provided by Ceres Environmental and authorize the County Administrator to negotiate and enter into a contract, after review by the Count Attorney, with Ceres Environmental for disaster debris management and recovery services.

Attachments:

- Selection Committee Letter or Recommendation
- Selection Committee Scoring Sheet
- Affidavit of Publication
- Request for Proposal Addendum #1
- Request for Proposal



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

11, September 2024

To: Director Kimberly Burgess
Administrative Services/ Finance

Re: Debris Management Contract (DDMR-2024)
Debris Monitoring Contract (DMR-2024)

Director Burgess,

Jasper County Emergency Services personnel assigned to the Emergency Management Division conducted a comprehensive review of all proposals received for the Disaster Debris Management and Recovery Services Contract; and the Debris Monitoring and Recovery Services Contract. Please find below the scoring results for both assessments on page two (2).

The Emergency Management team recommends the following companies be extended an offer for contractual services.

DDMR-2024 (Debris Management and Recovery Services)

Ceres Environmental
6370 Business Boulevard Suite 100
Sarasota, Florida 34240

DMR-2024 (Debris Monitoring and Recovery Services)

Tetra Tech
2301 Lucien Way Suite 120
Maitland, Florida 32751

Should you have any questions please feel free to let us know. We will be more than happy to assist you any way we can.

Sincerely,

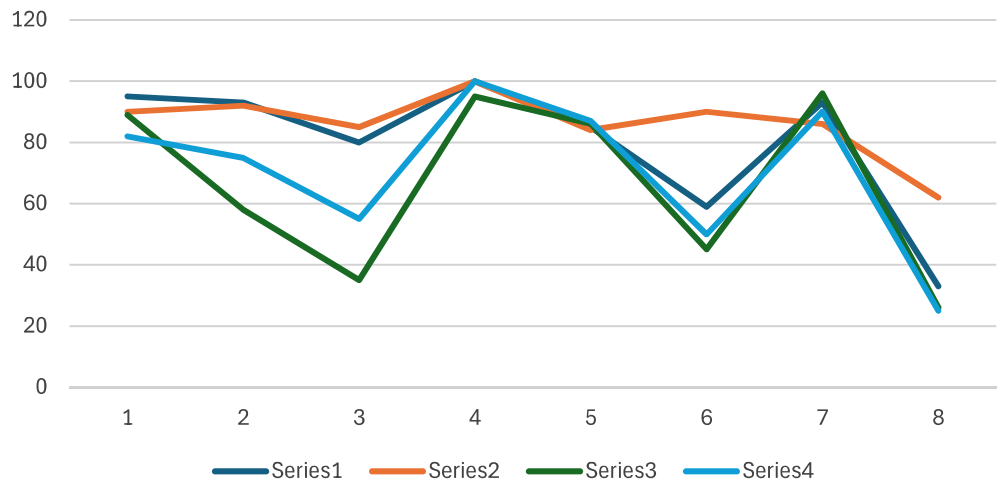
Chief Russell W. Wells

Debris Contracts Analysis

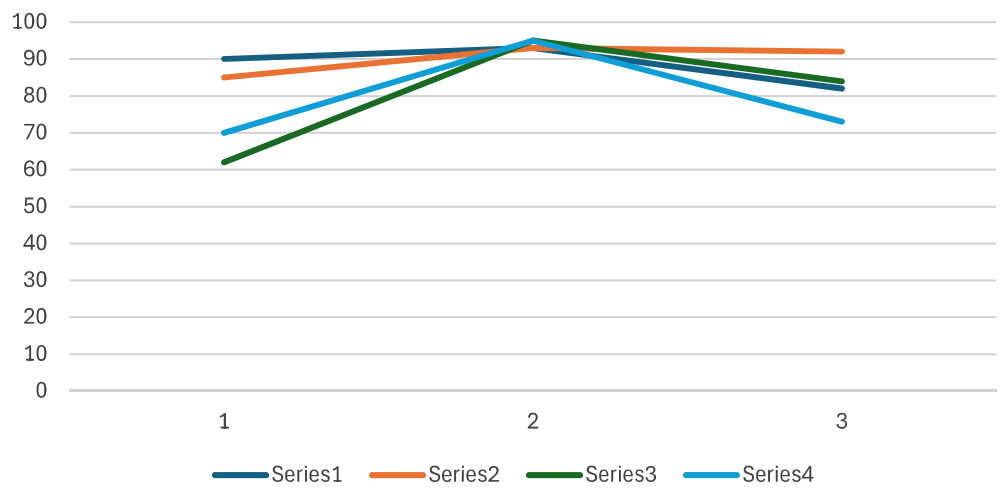
| | Wells | Vaughn | Hughes | Peterson | | Score |
|----------------|-------|--------|--------|----------|-------|-------|
| 1 DRC | 95 | 90 | 89 | 82 | 356 | 89 |
| 2 P&J | 93 | 92 | 58 | 75 | 318 | 79.5 |
| 3 LGS | 80 | 85 | 35 | 55 | 255 | 63.75 |
| 4 Ceres | 100 | 100 | 95 | 100 | 395 | 98.75 |
| 5 TFR | 85 | 84 | 86 | 87 | 342 | 85.5 |
| 6 Aftermath | 59 | 90 | 45 | 50 | 244 | 61 |
| 7 Crowder Gulf | 93 | 86 | 96 | 90 | 365 | 91.25 |
| 8 USA Upstar | 33 | 62 | 26 | 25 | 146 | 36.5 |
| | 638 | 689 | 530 | 564 | | |
| | 79.75 | 86.125 | 66.25 | 70.5 | 302.6 | 75.66 |

| | Wells | Vaughn | Hughes | Peterson | | Score |
|-------------------------|---------|--------|---------|----------|-----|-------|
| 1 Debris Tech | 90 | 85 | 62 | 70 | 307 | 76.75 |
| 2 Tetra Tech | 93 | 93 | 95 | 95 | 376 | 94 |
| 3 Thompson Consulting S | 82 | 92 | 84 | 73 | 331 | 82.75 |
| | 265 | 270 | 241 | 238 | | |
| | 88.3333 | 90 | 80.3333 | 79.33333 | 338 | 84.5 |

Debris Management



Debris Monitoring





The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macao
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
|-----------|--------------|---|----------------|----------|------|-------|
| 66597 | 565015 | Print Legal Ad-IPL01791530 - IPL0179153 | RFP #DDMR-2024 | \$118.60 | 3 | 8 L |

Attention: Lisa Wagner

Jasper County Planning & Building Services
 358 Third Avenue
 Ridgeland, South Carolina 29936

kburgess@jaspercountysc.gov

**JASPER COUNTY
 REQUEST FOR PROPOSALS
 DISASTER DEBRIS MANAGEMENT AND RECOVERY SERVICES
 RFP #DDMR-2024**

Jasper County is seeking proposals for the clean-up, demolition, removal, reduction and disposal of debris as directed by the County to provide disaster recovery services until 3:00 PM, on July 25, 2024. Information may be found on the Jasper County website at <https://www.jaspercountysc.gov/financial-administrative-services/bids-solicitations>.
 IPL0179153
 Jun 18 2024

STATE OF)
 SOUTH CAROLINA) AFFIDAVIT
 COUNTY OF BEAUFORT)

I, Tara Pennington, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
 06/18/24

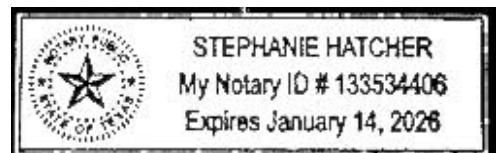
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 18th day of June in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!



Jasper County, South Carolina

ADDENDUM #1

July 19, 2024

RFP: DDMR-2024

DISASTER DEBRIS MANAGEMENT AND RECOVERY SERVICES

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposal is modified as set forth in this Addendum. The original Request for Proposal Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Request. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

REQUEST FOR PROPOSAL

| Section | Additional Information and Question and Response |
|--|--|
| I. General Contractual Requirements | FEMA Contract Provisions for Non-Federal Entity Under Federal Awards Required by 2 C.F.R. Sec. 200.326 Appendix II to 2 C.F.R. Sec. 200 is added to the RFP as Exhibit A and will override any conflicting provisions in the original RFP. |
| Attachment I Fee Schedule Line Item 13 | Q. Does this line item include collection of sand from ROW, haul to beach and screen the sand? A. Line Item 13 Sand Collection and Screening includes the pickup of debris laden sand from any location as directed by the County, and processing the sand through a screen in order to return the clean sand to the beach as directed by the County. |
| Attachment 1 Fee Schedule Line Item 14 | Q. Does this line item include hauling the processed sand to the beach, place and grade? A. Line Item 14 Sand Removal and Relocation includes hauling the collected sand to a processing screen location at the beach and returning the clean sand to the beach as directed by the County. |
| Attachment II Fee Schedule | Q. How will Attachment II Fee schedule be evaluated in terms of price? A. All costs will be evaluated based on a reasonableness test as well as comparison with other proposals. Q. Will you add all items up for a grand total sum to compare to the |

| | |
|-------------------------------------|--|
| | <p>other submittals? A. No.</p> <p>Q. Does Attachment II hold the same weight as Attachment I? A. All costs will be evaluated based on a reasonableness test as well as comparison with other proposals.</p> <p>Q. Will the County be assigning estimated quantities to the line items when evaluating the price? A. No</p> <p>Q. Will the County add up all line items from attachment I to come up with a grand total to compare to the other submittals? A. No</p> |
| <p>Preferred Method of Delivery</p> | <p>The County prefers that all proposals be delivered as a hardcopy either in person or via mail or overnight delivery service.</p> |
| <p>Questions and Answers</p> | <p>Q1. When was the last time the County had a contract activation for debris removal? How many CYs were removed? A. 2016 and the amount of CYs is unavailable, however it was primarily vegetative material.</p> <p>Q2. Which landfills will be used? A. Hickory Hill and Oakwood Landfills</p> <p>Q3. What are the DMS locations? A. Sites permitted by the SC Environmental Services division at Cypress Ridge Industrial Park in Ridgeland, SC</p> <p>Q4. Which contractor currently holds the disaster debris management and recovery services contract? A. CrowderGulf</p> <p>Q5. Will there be a public bid opening? A. The names of the proposers will be read in public on July 25, 2024, at 3 PM in the Clementa C. Pinckney Government Building.</p> <p>Q6. Does the County have a monitoring firm contracted? A. Tetra Tech, Inc. is the current contractor. There is an RFP for that contract as well.</p> <p>Q7. What is the term of the contract? A. Three year original term with two, one year renewals.</p> <p>Q8. Will the County allow modifications to the General Terms and Conditions? A. No, except for Exhibit A included with this addendum.</p> |

| | |
|--|---|
| | <p>Q9. Is this an hourly contract or an hourly and unit price contract? A. It is not a lump sum contract; it is a contract based on hours worked at a specific unit price.</p> <p>Q10. Will the County be responsible for ROE for any private property clean-up? A. No, all debris is picked up in the ROW.</p> |
|--|---|

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency

is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. *Certification of eligibility.*
 - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
 - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in

the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*)
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and

includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor Action to Protect the Government's Interest*
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
 - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."
- (g) *Subcontracts*
- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

| | |
|--|--|
| <p>CONTRACTOR</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>CLIENT</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|--|

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the

appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.



Jasper County, South Carolina

RFP: DDMR-2024
DISASTER DEBRIS MANAGEMENT AND RECOVERY SERVICES

DUE: 3:00 PM Thursday, July 25, 2024

MAIL RESPONSE TO:

Kimberly Burgess, Director of Administrative Services
Jasper County
P. O. Box 1149
Ridgeland, SC 9936

DELIVER RESPONSE TO:

Kimberly Burgess, Director of Administrative Services
Jasper County Finance Department
Suite 304
358 Third Avenue
Ridgeland, SC 29936

DIGITAL DELIVERY VIA:

Jasper County Vendor Registry

A. OVERVIEW

Jasper County, South Carolina (the "County") is requesting proposals from qualified individuals/firms for the clean-up, demolition, removal, reduction and disposal of debris as directed by the County in order to provide disaster recovery services. It is the intent of Jasper County to enter into a pre-event contract, which would result in no immediate cost to Jasper County and would be in effect for a period of three (3) years after which the pre-event contract may be renewed annually for two (2) additional years. Jasper County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Jasper County, and as such, give the right of said agencies to coattail the contract with the awarded Firm.

This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted via email to Kimberly Burgess, Director of Administrative Services at kburgess@jaspercountysc.gov or Russell Wells, Director of Emergency Services, at rwells@jaspercountysc.gov no later than 5:00 PM Thursday, July 11th, 2024. Answers to all questions will be posted on the Jasper County Vendor Registry website as an addendum to this RFP.

B. SCOPE OF WORK

The County is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the County for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to County officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. This shall be a three (3) year contract utilized on an "as needed" basis with the option to renew for an additional two (2) year period upon the mutual consent of both parties.

The work to be undertaken includes, but is not limited to:

- A. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the County.
- B. Debris Removal from Public Property: Removal of debris from public rights of way. Removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.

- C. Debris Removal from Private Property: Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- D. Debris Removal from Rights of Way (ROW) with FHWA Requirements: Federal-Aid Requirements of the Federal Highway Administration's Form **FHWA-1273** titled "*Required Contract Provisions – Federal-Aid Construction Contracts*" and *FEMA FACT SHEET 9580.214*, "*Debris Removal on Federal-Aid Highways*, shall apply to all work performed by the Contractor or any of its Subcontractors.
- E. Debris Management Sites (DMS), formally known as Temporary Staging and Reduction Sites (TDSRS): The Contractor will prepare and maintain a sufficient number of DMS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.
- F. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- G. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State and local laws, standards and regulations.
- H. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- I. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- J. Documentation and Inspections: Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS's. The Contractor will assist the County in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to

submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documentation is appropriately addressed.

- K. Work Sites: The County will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
- L. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- M. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County Stumps will be hauled to DMS where they shall be inspected and categorized by size, in accordance with FEMA 325 Guidelines, Hazardous Stump Policy.
- N. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the County. This clean fill dirt shall be compacted as directed by the County.
- O. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by an event. This includes the pickup of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and returning the clean sand to the beach as directed by the County. The debris shall be removed and hauled using the costs located in Attachment I, debris removal from public property.
- P. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
 - 1. Recovery process documentation- create recovery process documentation plan
 - 2. Maintain documentation of recovery process
 - 3. Provide written and oral status as requested by the County
 - 4. Review documentation for accuracy and quantity
 - 5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

C. ADMINISTRATOR

The Director of Administrative Services or his/her designee will be the Contract Administrator for this project.

D. SELECTION COMMITTEE

Proposals will be reviewed and ranked by a County appointed evaluation committee. Those firms short listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or County Council, if required.

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing via email to Kimberly Burgess, Director of Administration, by 5:00 p.m. on June 25th, 2019 to kburgess@jaspercountysc.gov.

E. SUBMISSION REQUIREMENTS

1. Submittal must **include one (1) original proposal clearly marked as original, and two (2) complete copies of the proposal response along with a completed W-9 form.** Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Jasper County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Jasper County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.

7. Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to a pre-appointed evaluation committee, if required.
8. This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of RFP submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.
9. Submission Deadline and Location: Proposals must be submitted to the Jasper County Director of Administrative Services at the address listed below by 3:00 PM, Thursday, July 25th, 2024.

Kimberly Burgess
Director of Administrative Services
Jasper County
P O Box 1149
358 Third Avenue, Ste. 304
Ridgeland, SC 29936

A "No Response" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.

F. INSTRUCTIONS TO PROPOSER

The following information should be submitted in the order below:

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
2. The proposer's qualifications to meet the County's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for each type of storm event. Indicate and list any pending legal actions.
3. List of all disaster specific experience within the last five (5) years, including project description, client name, and contact person, email and phone number. The proposer should indicate, relative to response time.
4. List of project personnel and equipment available.
5. Plan for local subcontractor participation.
6. A debris management and operations plan applicable for the scope of work.

7. References:
 - a. Minimum three letters of reference, and
 - b. Letter from Surety Company indicating Bonding Capacity.

8. Pricing per Attachment I and Attachment II:
 - a. Pricing per Attachment I for Debris Removal, Reduction and Disposal, and
 - b. Equipment pricing per Attachment II for first 72 hours for Clearance, Demolition of Structures, DMS Construction and Closure or other special work that maybe required by County.

G. CRITERIA FOR EVALUATION AND AWARD

Evaluation criteria will include but not be limited to: compliance with submission requirements; qualifications of proposer to meet the County's objectives; price proposals, proposer’s available resources, planned subcontractor participation, the proposer’s managerial/operations plan; and whether the overall approach has been adequately and technically addressed.

The successful Proposer will be selected based upon the best response offered to the County. Proposers may be requested to give an oral presentation after submission of responses, should the County find it necessary to determine which of the proposals is the best.

Evaluation Criteria: Submitted proposals will be evaluated and scored on the following criteria:

| Criteria | <i>Points Assigned</i> |
|--|------------------------|
| Qualifications | 20 |
| Experience/References/Past Performance | 20 |
| Price Proposals | 20 |
| Available Resources | 15 |
| Managerial & Operations Plan | 15 |
| Subcontractor Participation | 10 |
| Total Points | 100 |

The County is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

Minimum Requirements of Proposer:

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence

of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.

- B. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- C. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- D. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.

Limitations

- A. This request does not commit the County to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The County may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The County reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the County.

F. SELECTION AND EVALUATION PROCESS

Jasper County three-member selection committee will evaluate each proposal based on the stated selection criteria and determine a short list of firms. The selection committee may invite those short-listed firms to make a presentation. The short list of firms will then be ranked by the selection committee at the conclusion of the presentation interviews. The final ranking of firms and recommendation of award will be presented to County Council for final approval. The County reserves the right to reject any or all qualifications, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualification(s) submitted without further discussion or interviews.

Jasper County intends to award one contract to the highest scoring responsive, responsible firm. Proposals will be based on the highest scoring firm as outlined in the included scoring sheet, with final approval by Jasper County Council. The successful firm shall be required to execute a formal Contract at the County's offices in Jasper within ten (10) business days after request by the County. A Notice to Proceed will not be given until the time services of the Firm are necessary. Depending on necessity, the firm may not necessarily be given a Notice to Proceed during the contract term.

H. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor's ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Jasper County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Jasper County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.
10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.

11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Jasper County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Jasper County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Jasper County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, Jasper County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. **JASPER COUNTY PURCHASING ORDINANCE:** The Request of Proposals is subject to the provisions of the Jasper County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found under Chapter 2-Administration, Article 5-Purchasing and Contracting at the website below:

https://library.municode.com/sc/jasper_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVPUCO
14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Jasper County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. **CONTRACT AWARD:**
 - a. This solicitation and submitted documents, when properly accepted by Jasper County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Director of Administrative Services by calling (843) 717-3692. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to Finance Department, Director of Administrative Services, 358 Third Avenue, PO Box 1149, Ridgeland, SC 29936.

I. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. **CONTRACTOR'S COOPERATION:** The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. **RESPONSIBILITY:** The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Jasper County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without 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.
7. **ARBITRATION:** Under no circumstances and with no exception will Jasper County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Jasper County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

12. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Jasper County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jasper County may have.
13. **TERMINATION OF CONTRACT:**
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
 - i Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - ii Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - iii The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination.
 2. **Non-Appropriations Clause:** Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. **GOVERNING LAWS:** Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. **BONDS:** Payment and Performance Bonds are not required for this request for proposal.
16. **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.

17. TYPE OF CONTRACT: This contract is an hourly rate contract.
18. INSURANCE: Jasper County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$2,000,000.00 - Proof of in force insurance must be provided in the response to the request for proposal.

Other insurances:

Workers' Compensation – Statutory limits, in at least the minimum amount required pursuant to South Carolina law.

Employer's Liability--\$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$2,000,000 – bodily injury aggregate

\$2,000,000 – property damage each occurrence

\$2,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General

Liability Excess or Umbrella Liability - \$2,000,000

Jasper County will be named as an "additional insured"

ATTACHMENT I - FEE SCHEDULE

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

| ITEM | DESCRIPTION OF SERVICE | COST | UNIT |
|---|--|----------------------|-------|
| 1 | Mobilization and Demobilization (Lump Sum) | NA | NA |
| 2 | Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6) | | CY |
| 3 | Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6) | | CY |
| 4 | Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6) | | CY |
| 5 | Vegetative and C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7) | | CY |
| 6 | Management of DMS/TDSRS (NOTE 4) | | CY |
| 7 | Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or | | CY |
| 8 | Grinding or consolidation of C&D debris at DMS/TSDSRS | | CY |
| 9 | Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal | | CY |
| 10 | Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal | | CY |
| 11 | Pick Up and Haul of White Goods to Site within County | | UNIT |
| 12 | Pick Up and Disposal of Hazardous Material | | LB |
| 13 | Sand Collection and Screening (includes the pickup of debris laden sand from any location as directed by the County, and processing the sand through a screen to return the clean sand to the beach as directed by the County) | | CY |
| 14 | Sand Removal and Relocation (includes hauling the collected sand to a processing screen location at the beach and returning the clean sand to the beach as direct by the County) | | CY |
| 15 | Freon Management and Recycling | | UNIT |
| 16 | Dead Animal Collection, Transportation and Disposal | | LB |
| Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6) | | | |
| 17 | 6-inch diameter to 11.99-inch diameter | See conversion chart | |
| 18 | 12-inch diameter to 23.99-inch diameter | See conversion chart | |
| 19 | 24-inch diameter to 47.99-inch diameter | | STUMP |
| 20 | 48-inch diameter and greater | | STUMP |
| Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9 | | | |

| | | | |
|------------------------------|--|--|----------|
| 21 | Removal of hazardous hanging limbs greater than 2 inches | | PER TREE |
| 22 | Removal of hazardous standing trees 6" – 12" in diameter | | EACH |
| 23 | Removal of hazardous standing trees 13" – 24" in diameter | | EACH |
| 24 | Removal of hazardous standing trees 25" – 36" in diameter | | EACH |
| 25 | Removal of hazardous standing trees 37" – 48" in diameter | | EACH |
| 26 | Removal of hazardous standing trees greater than 48" in diameter | | EACH |
| Marine Debris Removal | | | |
| 27 | Canals, bayous and ditches | | PER LF |
| 28 | Bays and other open waters | | PER ACRE |
| 29 | Boat removal | | PER LF |

| | | | |
|--|---|-----------------------------|-----------|
| The following items shall be billed on a time and material basis according to the attached schedules: | | | |
| 30 | Emergency Road Clearance | See Equipment & Labor Rates | |
| 31 | Demolition of Structures (Debris will be hauled and disposed of under items 2-9) | | SQ/FT |
| 32 | Disaster event Generated Hazardous Wastes Abatement, Biohazardous Wastes Abatement | | N/A |
| 33 | Generators, light plants, water pumps, portable toilets and other required equipment or materials | | COST PLUS |

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of DMS/TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge **County** at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2–7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

EXHIBIT A

**Stump Conversion Table
 Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane 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 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) | Cubic Yards |
|-------------------------|-------------|
| 6 | 0.3 |
| 7 | 0.4 |
| 8 | 0.5 |
| 9 | 0.6 |
| 10 | 0.7 |
| 11 | 0.9 |
| 12 | 1 |
| 13 | 1.2 |
| 14 | 1.4 |
| 15 | 1.6 |
| 16 | 1.8 |
| 17 | 2.1 |
| 18 | 2.3 |
| 19 | 2.6 |
| 20 | 2.9 |
| 21 | 3.2 |
| 22 | 3.5 |
| 23 | 3.8 |
| 24 | 4.1 |
| 25 | 4.5 |
| 26 | 4.8 |
| 27 | 5.2 |
| 28 | 5.6 |
| 29 | 6 |
| 30 | 6.5 |
| 31 | 6.9 |
| 32 | 7.3 |
| 33 | 7.8 |
| 34 | 8.3 |
| 35 | 8.8 |
| 36 | 9.3 |
| 37 | 9.8 |
| 38 | 10.3 |
| 39 | 1.9 |
| 40 | 11.5 |
| 41 | 12 |
| 42 | 12.6 |
| 43 | 13.3 |
| 44 | 13.9 |
| 45 | 14.5 |
| 46 | 15.2 |

| Stump Diameter (inches) | Cubic Yards |
|-------------------------|-------------|
| 47 | 15.8 |
| 48 | 16.5 |
| 49 | 17.2 |
| 50 | 17.9 |
| 51 | 18.6 |
| 52 | 19.4 |
| 53 | 20.1 |
| 54 | 20.9 |
| 55 | 21.7 |
| 56 | 22.5 |
| 57 | 23.3 |
| 58 | 24.1 |
| 59 | 24.9 |
| 60 | 25.8 |
| 61 | 26.7 |
| 62 | 27.6 |
| 63 | 28.4 |
| 64 | 29.4 |
| 65 | 30.3 |
| 66 | 31.2 |
| 67 | 32.2 |
| 68 | 33.1 |
| 69 | 34.1 |
| 70 | 35.1 |
| 71 | 36.1 |
| 72 | 37.2 |
| 73 | 38.2 |
| 74 | 39.2 |
| 75 | 40.3 |
| 76 | 41.4 |
| 77 | 42.5 |
| 78 | 43.6 |
| 79 | 44.7 |
| 80 | 45.9 |
| 81 | 47 |
| 82 | 48.2 |
| 83 | 49.4 |
| 84 | 50.6 |

ATTACHMENT II - FEE SCHEDULE

EQUIPMENT RATES

| Equipment Description | Unit | Unit Price |
|---|------|------------|
| JD 544 Wheel Loader with debris grapple | Hour | |
| JD 644 Wheel Loader with debris grapple | Hour | |
| Extendaboom Forklift with debris grapple | Hour | |
| 753 Bobcat Skid Steer Loader with debris grapple | Hour | |
| 753 Bobcat Skid Steer Loader with bucket | Hour | |
| 753 Bobcat Skid Steer Loader with street Sweeper | Hour | |
| 30-50 HP Farm Tractor with box blade or rake | Hour | |
| 2-2 ½ Cu.Yd. Articulated Loader with bucket | Hour | |
| 3-4 Cu.Yd. Articulated Loader with bucket | Hour | |
| JD 648E Log Skidder or equivalent | Hour | |
| CAT D4 Dozer | Hour | |
| CAT D6 Dozer | Hour | |
| CAT D8 Dozer | Hour | |
| CAT 125 – 140 HP Motor Grader | Hour | |
| JD 690 Trackhoe with debris grapple | Hour | |
| JD 690 Trackhoe with bucket & thumb | Hour | |
| Rubber Tired Trackhoe with debris grapple | Hour | |
| JD 310 Rubber Tired Backhoe with bucket and hoe | Hour | |
| Rubber Tired Excavator with debris grapple | Hour | |
| 210 Prentiss Knuckleboom with debris grapple | Hour | |
| Self-Loader Scraper Cat 623 or equivalent | Hour | |
| Hand Fed Debris Chipper | Hour | |
| 300 – 400 Tub Grinder | Hour | |
| 800 – 1,000 HP Diamond Z Tub Grinder | Hour | |
| 30 Ton Crane | Hour | |
| 50 Ton Crane | Hour | |
| 100 Ton Crane (8 hour minimum) | Hour | |
| 40-60' Bucket Truck | Hour | |
| Service Truck | Hour | |
| Water Truck | Hour | |
| Portable Light Plant | Hour | |
| Equipment Transports | Hour | |
| Pickup Truck, Unmanned | Hour | |
| Self-loading Dump Truck with Knuckleboom and debris grapple | Hour | |
| Single Axle Dump Truck, 5 – 12 Cu.Yd. | Hour | |
| Tandem Dump Truck, 16 - 20 Cu.Yd. | Hour | |
| Trailer Dump, 24 – 40 Cu.Yd. | Hour | |
| Trailer Dump Truck, 61 – 80 Cu.Yd. | Hour | |
| Power Screen | Hour | |
| Stacking Conveyor | Hour | |
| Off Road Trucks | Hour | |
| | | |

LABOR AND MATERIAL RATES

| Personnel Description | Unit | Unit Price |
|--|------|------------|
| Operations Manager | Hour | |
| Superintendent with truck, phone & radio | Hour | |
| Foreman with truck, phone & radio | Hour | |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour | |
| Inspector with vehicle, phone & radio | Hour | |
| Climber with gear | Hour | |
| Saw Hand with chainsaw | Hour | |
| Laborers & Flagmen | Hour | |
| Public Assistance Manager | Hour | |
| Documentation Clerk | Hour | |
| Timekeeper | Hour | |
| HazMat Professional | Hour | |
| Household HazMat Inspection & Removal Crew | Hour | |
| Generators from 10 KW to 300 KW | | |
| Materials Description | Unit | Unit Price |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped | CY | |

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **County** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. All costs will be evaluated based on a reasonableness test as well as comparison with other proposals. The grand total sum for a proposal will NOT be used as a comparison basis with other proposals.
3. Pricing includes operator, fuel, and maintenance.

The listed equipment should cover all possible equipment needs for Funding Assistance

1. Assistance in attaining Immediate Needs Funding or Grants Based on Estimates;
2. Cash flow management and disbursements by State of South Carolina Agencies or FEMA; and
3. Insurance evaluation, documentation, adjusting and settlement services.

Grant Administration

4. Compilation of costs associated by the appropriate category for review by FEMA and the State of South Carolina;
5. Attendance at meetings with the State and/or FEMA including applicant briefings, kick-off meetings, and project specific discussions;
6. Provide support and assistance with organizing reimbursable expenses, and additional reimbursement support for various agencies including FEMA, FHWA, HMGP, CDBG, and NRCS;
7. Provide information on eligible activities;
8. Provide support during State and FEMA audits, and provide appeal and negotiation services, if necessary.

Project Management

9. Reconstruction and long-term infrastructure planning'
10. Interim inspections, final inspections, supplemental Project Worksheet generation, and
11. Final review of all emergency and permanent work performed, including, but not limited to, reports, inspections, Project Worksheets, insurance settlements, and audit and appeal findings.

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
OFFEROR'S CERTIFICATION

Company Name

Authorized Signatory (As registered with the IRS)

Address

E-Mail Address

City, State, Zip

Federal Tax ID Number

Telephone Number

Sales Tax Number

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
DEBARMENT

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina.

SAM's No. _____

Cage Code. _____

DUN's No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
INDEMNIFICATION

The Bidder/Proposer will indemnify and hold harmless the Owner, Jasper County and their agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder/Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Jasper County or any of their agents and/or employees by an employee of the Bidder/Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder/Proposer under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer under this paragraph shall not extend to the liability of Jasper County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

- ▶ Yes _____ (____ Women-owned / ____ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*
- ▶ No _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFP: DDMR-2024
DISASTER MANAGEMENT and RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et. seq. South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Jasper County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:

- (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Contractor/Vendor Name:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

RFP: DDMR--2024
DISASTER MANAGEMENT and RECOVERY SERVICES
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Jasper County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure non-discrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Contractor/Vendor Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

RFP: DDMR--2024
DISASTER MANAGEMENT and RECOVERY SERVICES
ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said proposer, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____ (NAME, TITLE)

Subscribed and sworn to before me, this the _____ day of _____, 20__.

Notary Public _____

County of _____, ____

My Commission expires _____



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Approval and Acceptance of the Proposal from Tetra Tech For Disaster Debris Monitoring and Recovery Services

| | |
|------------------------|---|
| Meeting Date: | October 7, 2024 |
| Subject: | Approval and acceptance of the proposal from Tetra Tech for disaster debris monitoring and recovery services. |
| Recommendation: | The County Council approve and accept the proposal from Tetra Tech for disaster debris monitoring and recovery services and authorizes the County Administrator to negotiate and enter into a contract, after review by the County Attorney, with Tetra Tech for disaster monitoring and recovery services. |

Description: Jasper County advertised proposals to be received for **DISASTER DEBRIS MONITORING & RECOVERY SERVICES** until the 25th day of July, 2024 at 4:00 P.M. Three proposals were received timely, and the names of the proposers were publicly read in the Jasper County Council Chambers. A selection committee consisting of Fire Chief and Emergency Management Director Russell Wells, Deputy Chief Darran Vaughn, Emergency Management Coordinator Richard Hughes, and Lt. David Peterson, Planning Section Chief met to review and score the proposals. The Tetra Tech proposal received the highest score of the three proposals.

Recommendation: Based on the consideration and scoring of the review committee, staff requests that the Council approve and accept the proposal provided by Tetra Tech and authorize the County Administrator to negotiate and enter into a contract, after review by the County Attorney, with Tetra Tech for disaster debris monitoring and recovery services.

Attachments:

- Selection Committee Letter or Recommendation
- Selection Committee Scoring Sheet
- Affidavit of Publication
- Request for Proposal Addendum #1
- Request for Proposal



Jasper County Emergency Services

*1509 Grays Hwy (P.O.B. 1509)
Ridgeland, SC 29936
Office: 843-726-7607 Fax: 843-726-7966*



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

11, September 2024

To: Director Kimberly Burgess
Administrative Services/ Finance

Re: Debris Management Contract (DDMR-2024)
Debris Monitoring Contract (DMR-2024)

Director Burgess,

Jasper County Emergency Services personnel assigned to the Emergency Management Division conducted a comprehensive review of all proposals received for the Disaster Debris Management and Recovery Services Contract; and the Debris Monitoring and Recovery Services Contract. Please find below the scoring results for both assessments on page two (2).

The Emergency Management team recommends the following companies be extended an offer for contractual services.

DDMR-2024 (Debris Management and Recovery Services)

Ceres Environmental
6370 Business Boulevard Suite 100
Sarasota, Florida 34240

DMR-2024 (Debris Monitoring and Recovery Services)

Tetra Tech
2301 Lucien Way Suite 120
Maitland, Florida 32751

Should you have any questions please feel free to let us know. We will be more than happy to assist you any way we can.

Sincerely,

Chief Russell W. Wells

Debris Contracts Analysis

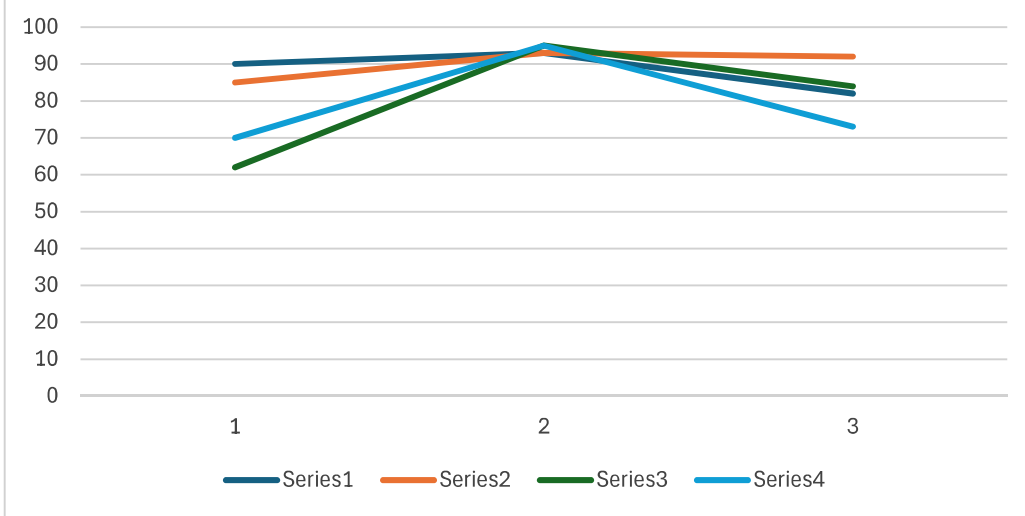
| | Wells | Vaughn | Hughes | Peterson | | Score |
|----------------|-------|--------|--------|----------|-------|-------|
| 1 DRC | 95 | 90 | 89 | 82 | 356 | 89 |
| 2 P&J | 93 | 92 | 58 | 75 | 318 | 79.5 |
| 3 LGS | 80 | 85 | 35 | 55 | 255 | 63.75 |
| 4 Ceres | 100 | 100 | 95 | 100 | 395 | 98.75 |
| 5 TFR | 85 | 84 | 86 | 87 | 342 | 85.5 |
| 6 Aftermath | 59 | 90 | 45 | 50 | 244 | 61 |
| 7 Crowder Gulf | 93 | 86 | 96 | 90 | 365 | 91.25 |
| 8 USA Upstar | 33 | 62 | 26 | 25 | 146 | 36.5 |
| | 638 | 689 | 530 | 564 | | |
| | 79.75 | 86.125 | 66.25 | 70.5 | 302.6 | 75.66 |

| | Wells | Vaughn | Hughes | Peterson | | Score |
|-------------------------|---------|--------|---------|----------|-----|-------|
| 1 Debris Tech | 90 | 85 | 62 | 70 | 307 | 76.75 |
| 2 Tetra Tech | 93 | 93 | 95 | 95 | 376 | 94 |
| 3 Thompson Consulting S | 82 | 92 | 84 | 73 | 331 | 82.75 |
| | 265 | 270 | 241 | 238 | | |
| | 88.3333 | 90 | 80.3333 | 79.33333 | 338 | 84.5 |

Debris Management



Debris Monitoring





The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macao
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification | Order PO | Amount | Cols | Depth |
|-----------|--------------|---|---------------|----------|------|-------|
| 66597 | 565014 | Print Legal Ad-IPL01791480 - IPL0179148 | RFP #DMR-2024 | \$118.60 | 3 | 8 L |

Attention: Lisa Wagner

Jasper County Planning & Building Services
 358 Third Avenue
 Ridgeland, South Carolina 29936

kburgess@jaspercountysc.gov

**JASPER COUNTY
 REQUEST FOR PROPOSALS
 DISASTER DEBRIS MONITORING AND RECOVERY SERVICES
 RFP #DMR-2024**

Jasper County is seeking proposals for the monitoring of the clean-up, demolition, removal, reduction and disposal of debris as an integral part of the County disaster recovery services until 4:00 PM, on July 25, 2024. Information may be found on the Jasper County website at <https://www.jaspercountysc.gov/financial-administrative-services/bids-solicitations>.
 IPL0179148
 Jun 18 2024

STATE OF)
 SOUTH CAROLINA) AFFIDAVIT
 COUNTY OF BEAUFORT)

I, Tara Pennington, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
 06/18/24

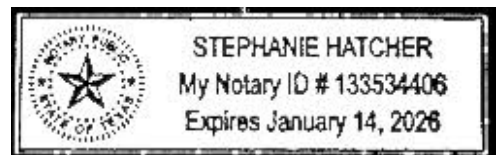
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 18th day of June in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



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Jasper County, South Carolina

ADDENDUM #1

July 19, 2024

RFP: DMR-2024

DEBRIS MONITORING AND RECOVERY SERVICES

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposal (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

RFP—Questions and Answers

Q1. Who is the County's incumbent debris monitoring contractor? A. Tetra Tech, Inc.

Q2. Would the County consider removing or lowering the 2 million cubic yard reference requirement? A. See Item C.1 and C.2 below.

Q3. Will the County confirm that any charges for the use of an Automated Debris Management System (ADMS) will be included in the hourly rates provided and not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position? A. The charges for the use of an ADMS should be included in the hourly rates provided and not listed separately as an hourly or flat rate or as a substitutional charge for any listed position.

Q4. The RFP states options for both digital delivery and physical delivery. Please clarify the preferred delivery method. A. The preferred delivery method is physical delivery.

Q5. The cost form allows for additional positions. How will additional positions be evaluated? A. Additional positions should be proposed on a separate cost sheet and will not be included in the evaluation.

| RFP—Changes and/or Additional Information | | |
|--|----------------------------------|---|
| Item | Section | Description of Change |
| C.1 | Qualifications of the Firm | Delete the second sentence of paragraph b) and replace it with the following language: “Three of the references shall be from government entities for debris monitoring experience involving a minimum of 1,000,000 cubic yards.” |
| C.2 | Qualifications of Staff | Delete the second sentence of paragraph a) and replace it with the following language: “The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 1,000,000 cubic yards for each client.” |
| G. | General Contractual Requirements | FEMA Contract Provisions for Non-Federal Entity Under Federal Awards Required by 2 C.F.R. Sec. 200.326 Appendix II to 2 C.F.R. Sec. 200 is added to the RFP as Exhibit A and will override any conflicting provisions in the original RFP. |
| G.13 | Termination of Contract | Delete paragraph c and replace it with the following language: “The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination.” |
| G.17 | Type of Contract | Delete paragraph and replace it with the following language: “This contract is an hourly rate contract.” |

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the

rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency

is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. *Certification of eligibility.*
 - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
 - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in

the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*)
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and

includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- (f) *Contractor Action to Protect the Government's Interest*
- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
 - (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
 - (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."
- (g) *Subcontracts*
- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

| | |
|--|--|
| <p>CONTRACTOR</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>CLIENT</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|--|

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the

appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.



Jasper County, South Carolina

**RFP: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES**

DUE: 4:00 Pm Thursday, July 25, 2024

MAIL RESPONSE TO:

Kimberly Burgess, Director of Administrative Services
Jasper County
P. O. Box 1149
Ridgeland, SC 29936

DELIVER RESPONSE TO:

Kimberly Burgess, Director of Administrative Services
Jasper County Finance Department
Suite 304
358 Third Avenue
Ridgeland, SC 29936

DIGITAL DELIVERY

Jasper County Vendor Registry

A. OVERVIEW

Jasper County, South Carolina (the "**County**") requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services include, but are not limited to, facilitating communication with FEMA, FHWA, the State of South Carolina and other state, local and federal agencies. This solicitation also requests fixed price proposals from firms specializing in Debris Monitoring and Recovery Services.

It is the intent of Jasper County to enter into a pre-event contract, which would result in no immediate cost to Jasper County and would be in effect for a period of three (3) years after which the pre-event contract may be renewed annually for two (2) additional years. Jasper County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Jasper County, and as such, give the right of said agencies to coattail the contract with the awarded Firm.

This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of proposals submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so. Questions regarding this solicitation must be submitted via email to Kimberly Burgess, Director of Administrative Services at kburgess@jaspercountysc.gov or Russell Wells, Director of Emergency Services, at rwells@jaspercountysc.gov no later than 5:00 PM, Tuesday, July 11, 2024. Answers to all questions will be posted on the Jasper County website as addendums to this RFP.

B. 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/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the County.
2. May be required to assist the County and the Debris Contractor with the selection and permitting of Temporary Debris Staging and Reduction Sites (TDSRS) locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Assisting the County with responding to public concerns and comments.

7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the County informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
13. 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.
14. Disaster related damage assessment and reconstruction services, as needed.
15. Final report and appeal preparation and assistance.
16. Other disaster recovery services as requested by the County.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

1. Document and communicate to the County any issues or suggestions to incorporate into the comprehensive emergency management plan to include plan development, plan review, and/or plan revisions.
2. Document and communicate any issues or suggestions to the County with regard to a comprehensive mitigation program to include, but not limited to the development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation.
3. May be required to assist the County and the Debris Contractor with the development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.

DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall be able to provide post-disaster damage assessment and reconstruction services to include assessment, planning, policy and procedure development, engineering and construction management services. The Consultant should also participate in training and exercises. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required.

C. QUALIFICATIONS

1. QUALIFICATIONS OF THE FIRM

- a) Provide a description and history of the firm along with providing information related to previous governmental experience.
 1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and waste and hazardous waste management and disposal.
 2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
 3. Recent experience managing incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger removal programs, processing site monitoring, and FEMA reimbursement.
- b) Provide at least five references for which the firm has provided services within the past two (2) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

- a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 2,000,000 cubic yards for each client. Recent debris monitoring from hurricane events is preferred.
- b) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3. TECHNICAL APPROACH

Provide a description of the proposer’s approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer’s internal training program.

D. SELECTION AND EVALUATION PROCESS

Jasper County three-member selection committee will evaluate each proposal based on the stated selection criteria and determine a short list of firms. The selection committee may invite those short-listed firms to make a presentation. The short list of firms will then be ranked by the selection committee at the conclusion of the presentation interviews. The final ranking of firms and recommendation of award will be presented to County Council for final approval. The County reserves the right to reject any or all qualifications, and to waive defects, technicalities and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualification(s) submitted without further discussion or interviews.

It is the intent of Jasper County to enter into a pre-event contract, which would result in no immediate cost to the County and would be in effect for a period of three (3) years. Jasper County reserves the right to enter into an intergovernmental cooperative agreement with any political subdivision within the boundaries of Jasper County, and as such, give the right of said agencies to coattail the contract with the awarded Contractor.

Jasper County intends to award one contract to the highest scoring responsive, responsible firm. Proposals will be based on the highest scoring firm as outlined in the attached scoring sheet, with final approval by Jasper County Council.

1. **SELECTION CRITERIA:**

COST PROPOSAL

Each Firm must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor position listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost without any addition of overhead, administrative costs, or price increases applied.

Scoring Criteria

The relative point value and selection criteria follow:

| | |
|-----|--|
| 30% | Specialized experience or technical expertise of the Firm in connection with the service to be provided and on similar size projects |
| 30% | Knowledge of Federal Emergency Management Agency (FEMA) regulations and procedures/emergency planning/response experience |
| 15% | Cost proposal |
| 15% | Key staff project understanding and approach |
| 10% | Management systems/reporting systems/training manual |

* Note: In each criterion above where special experience is evaluated, each project listed should include the client's name, specific role of the team member for the consultant, and a point of contact for the client with telephone number and email address.

2. **FINAL SELECTION AND NOTIFICATION:**

It is the intent of Jasper County to identify one Firm that in its judgement, is the best qualified. The selected Firm will be considered for award by County Council approval. The successful firm shall be required to execute a formal Contract at the County's offices in Jasper within ten (10) business days after request by the County. A Notice to Proceed will not be given until the time the services of the Firm are necessary.

Depending on necessity, the firm may not necessarily be given a Notice to Proceed during the contract term.

E. INSTRUCTIONS TO FIRM

1. Submittal must **include one (1) original bid response clearly marked as original, and one (2) complete copies of the bid response along with a completed W-9 form.** Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Jasper County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The firm must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Jasper County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
5. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Proposals must be submitted in a sealed package marked on the outside with the vendor's name, address, and the solicitation name and number.
7. This solicitation does not commit Jasper County to award a contract, to pay any costs incurred in the preparation of RFQ submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

A “No Response” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply.

F. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.
2. **RESPONDANTS QUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Vendor’s ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Jasper County reserves the right to reject any and all proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 60 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful offeror will be held responsible, therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Jasper County.
9. **DEBARMENT:** By submitting a qualification package, the contractor is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina.

10. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor any excessive costs. Should such a charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future RFP's until the assessed charge has been satisfied.
11. **HOLD HARMLESS:** All respondents to this RFP shall indemnify and hold harmless Jasper County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Jasper County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Jasper County also reserves the right to seek clarifications, to negotiate with any Contractor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. **CANCELLATION:** In the event that this request for proposals is withdrawn or the project canceled for any reason, Jasper County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. **JASPER COUNTY PURCHASING ORDINANCE:** The Request of Proposals is subject to the provisions of the Jasper County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for proposals in their entirety except as amended or superseded within. This ordinance can be found under Chapter 2-Administration, Article 5-Purchasing and Contracting at the website below:

https://library.municode.com/sc/jasper_county/codes/code_of_ordinances?nodetid=COOR_CH2AD_ARTVPUCO
14. **FAILURE TO SUBMIT ALL MANDATORY FORMS:** Failure to submit all the mandatory forms from this request of proposals shall be just cause for the rejection of the qualification package. However, Jasper County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. **CONTRACT AWARD:**
 - a. This solicitation and submitted documents, when properly accepted by Jasper County shall constitute an agreement equally binding between the successful Contractor and the County. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Contractor shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of an agreement shall be directed to the Director of Administrative Services by calling (843) 717-3692. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to Finance

Department, Director of Administrative Services, 358 Third Avenue, PO Box 1149, Ridgeland, SC 29936.

G. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Contractor, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. **CONTRACTOR'S COOPERATION:** The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. **RESPONSIBILITY:** The Contractor shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION / SUBSTITUTION PERMITTED:** If the Jasper County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful CONTRACTOR. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without 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 default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without 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.
7. **ARBITRATION:** Under no circumstances and with no exception will Jasper County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** Offeror agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Jasper County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Contractor shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Contractor shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

12. FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS: In case of failure to deliver goods in accordance with the contract terms and conditions, Jasper County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jasper County may have.
13. TERMINATION OF CONTRACT:
 1. Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the contractor.
 - a. Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. Termination for Cause: Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
 - c. The County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for nonperformance.
 2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.
14. GOVERNING LAWS: Any contract resulting from this request for proposals shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
15. BONDS: Payment and Performance Bonds are not required for this request for bid.
16. 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.
17. TYPE OF CONTRACT: This contract is a lump sum contract.
18. INSURANCE: Jasper County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$2,000,000.00 - Proof of in force insurance must be provided in the response to the BID

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$2,000,000 – bodily injury aggregate

\$2,000,000 – property damage each occurrence

\$2,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$2,000,000

Jasper County will be named as an "additional insured"

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
OFFEROR'S CERTIFICATION

Company Name

Authorized Signatory (As registered with the IRS)

Address

E-Mail Address

City, State, Zip

Federal Tax ID Number

Telephone Number

Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
DEBARMENT

The vendor is certifying that they are not currently debarred from responding to any request for qualifications by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting qualifications on contracts by any agency or subdivision of the State of South Carolina.

SAM's No. _____

Cage Code. _____

DUN's No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Bids and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements or pricing.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
INDEMNIFICATION

The Bidder/Proposer will indemnify and hold harmless the Owner, Jasper County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting there from, and is caused by any negligent or willful act or omission of the Bidder / Proposer, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, Jasper County or any of their agents and/or employees by an employee of the Bidder/Proposer, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Bidder/Proposer under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder/Proposer under this paragraph shall not extend to the liability of Jasper County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offeror or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ Yes _____ (____ Women-owned / ____ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*

▶ No _____

Authorized Representative (Signature)

Date

Authorized Representative/Title (Print or Type)

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Jasper County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:

- (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
- (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Contractor/Vendor Name:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

RFQ: DMR--2024
DEBRIS MONITORING and RECOVERY SERVICES
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Jasper County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure non-discrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Contractor/Vendor Name:

Address:

Authorized Representative Name and Title:

Signature of Authorized Representative:

Witness (Print Name and Sign):

RFQ: DMR-2024
DEBRIS MONITORING and RECOVERY SERVICES
COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost without mark-up.

| <u>POSITION</u> | <u>HOURLY RATE</u> |
|------------------------------------|--------------------|
| Project Manager | \$ _____ |
| Operations Managers | \$ _____ |
| GIS Analyst | \$ _____ |
| Field Supervisors | \$ _____ |
| Debris Site/Tower Monitors | \$ _____ |
| Load Ticket Data Entry Clerks | \$ _____ |
| Billing/Invoice Analysts | \$ _____ |
| Project Assistants | \$ _____ |
| Field Coordinators (Crew Monitors) | \$ _____ |

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

| <u>POSITION</u> | <u>HOURLY RATE</u> |
|-----------------|--------------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council Approval and Acceptance of Guaranteed Maximum Price (GMP) From M. B. Kahn Construction Co., Inc. For Pratt Memorial Library

| | |
|------------------------|--|
| Meeting Date: | October 7, 2024 |
| Subject: | Approval and acceptance of guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for Pratt Memorial Library. |
| Recommendation: | Approve and accept guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for the Pratt Memorial Library in the amount of \$3,854,130 and authorize the County Administrator to negotiate and execute all necessary agreements for the project. |

Description: M. B. Kahn Construction Co., Inc., under the construction management at risk agreement with Jasper County, requested bids for the renovation and up-fit of the Pratt Memorial Library. M. B. Kahn has reviewed the bids and incorporated them into the guaranteed maximum price (GMP) to determine the construction cost for the renovation and upfit of the Pratt Memorial Library. M. B. Kahn will have a full-time, on-site superintendent for this project. The work authorization remains \$4,750,000 which includes \$895,870 of other project costs for which the County is responsible and will pay directly to the providers. Also, as a reminder, this project is funded by American Rescue Plan funds and a bond issuance approved June 3, 2024 with Ordinance #O-2024-12.

Recommendation: Staff recommend that the Council approve and accept the guaranteed maximum price (GMP) submitted by M. B. Kahn for the Pratt Memorial Library and authorize the County Administrator to execute the GMP and any other documents necessary for this project.

Attachments:

A133 – 2019 Exhibit Guaranteed Maximum Price Amendment Exhibit A
A133 – 2019 Exhibit Guaranteed Maximum Price Amendment Exhibit B
A133 – 2019 Exhibit Guaranteed Maximum Price Amendment
Pratt Memorial Library Work Authorization



Pratt Memorial Library Renovations
Jasper County, SC
October 1, 2024

| GUARANTEED MAXIMUM PRICE (GMP) SUMMARY | |
|--|------------------------------|
| EXTERIOR RENOVATIONS | \$589,276 |
| window replacement | water intrusion remediation |
| roof replacement | book drop |
| INTERIOR RENOVATIONS | \$2,318,633 |
| interior demolition | complete finishes |
| Plumbing/HVAC Upgrades | Electrical/Lighting Upgrades |
| STRUCTURAL REPAIRS/ABATEMENT | \$564,281 |
| floor structure replacement | crawlspace remediation |
| roof structure repairs | abatement |
| CONSTRUCTION MANAGER'S FEE (6%) | \$208,331 |
| CONSTRUCTION MANAGER'S CONTINGENCY (5%) | \$173,609 |
| TOTAL GMP COST | \$3,854,130 |

| OTHER PROJECT COSTS | |
|--|--------------------|
| Design Fees/Technical Costs | \$175,000 |
| Testing & Inspections | \$77,083 |
| Preconstruction Fee/Costs | \$112,203 |
| Owner Contingency (3%) | \$115,624 |
| Design/Market Contingency (0%) | \$0 |
| Furniture Storage (Moving Included in GMP) | \$10,000 |
| FF&E Budget (<i>Reduced from \$250k based on CFD Proposal</i>) | \$200,000 |
| A/V Technology Budget (<i>Reduced from \$250k</i>) | \$205,960 |
| | \$4,750,000 |

Work Authorization \$4,750,000



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

Estimate Totals

| Description | Amount | Totals | Rate |
|---|------------------|------------------|----------|
| Labor | 251,015 | | |
| Material | 156,302 | | |
| Subcontract | 2,492,574 | | |
| Equipment | 65,450 | | |
| Other | 118,377 | | |
| | 3,083,718 | 3,083,718 | |
| Sales Tax | 12,504 | | 8.000 % |
| Taxes & Ins On Labor | 143,079 | | 57.000 % |
| Town of Ridgeland Business License Fees | 25,000 | | |
| Town of Ridgeland Permit & Review Fees | 61,666 | | 1.600 % |
| Builder's Risk Insurance | 40,000 | | |
| | 282,249 | 3,365,967 | |
| GMP Subcontractor Bonds | 29,911 | | 1.200 % |
| GMP Corp. Gen. Liability Insur | 44,323 | | 1.150 % |
| GMP Perf & Payment Bond | 31,989 | | 0.830 % |
| | 106,223 | 3,472,190 | |
| GMP CM Fees | 208,331 | | 6.000 % |
| GMP CM Contingency | 173,609 | | 5.000 % |
| | 381,940 | 3,854,130 | |
| Total | | 3,854,130 | |



PRATT MEMORIAL LIBRARY RENOVATIONS

Jasper County
Ridgeland, SC

GMP CLARIFICATIONS & ASSUMPTIONS

October 1, 2024

The following are notes associated with the estimate developed from the current documents. The items listed are assumptions and/or clarifications when 1) information is not shown on the documents, 2) if the document information is not clear, 3) if an item was discussed but not in the documents, or 4) if the item should be included in the project. The intent of this list is to attempt to create a shared understanding of the design and related costs.

GENERAL

- 1- The GMP is based on permit plans and specifications from Woods Dendy Architects, LLC dated May 1st, 2024, structural plans from Southern Consulting and Engineering, Inc. dated April 16, 2024, mechanical, plumbing, and electrical plans from Beekman Point Engineering dated April 12, 2024, and the Asbestos Abatement Project Design dated August 3, 2023 (Attachment C).
- 2- The cost of all required governmental and regulatory permits and fees (with exception of the building permit) are excluded from the GMP and shall be acquired and paid for by the Owner, including but not limited to utility connection fees, impact fees, demolition permits, and any other permits required to complete the work.
- 3- SWPPP, Chapter 1, Chapter 17, and all other testing or inspections are not included. All testing is By Owner.
- 4- Builder's Risk Insurance is included in the GMP and covers the amount of the renovation scope of work only. Coverage is not extended to the entire existing structure.
- 5- It was assumed this project would not seek LEED or Green Globes certification, therefore documentation and submittals for this have not been included.
- 6- Preconstruction costs/fee and third-party material inspections/testing are not included in the GMP.
- 7- MBK assumes we can use temporary/existing utilities, including consumption charges, at no additional charge.
- 8- OCRM, SCDOT or DHEC permitting are not included in this GMP or construction schedule and were assumed to not be required.
- 9- It was assumed, based on the current scope of work, the renovations will take 12 months to complete. MBK supervision for 12 months is included in this estimate.

DEMOLITION/SITE WORK

- 10- It was assumed that the renovated building would use the same water and sewer utilities/mains as exists. New utilities outside of the structure were not included.
- 11- Replacement of unsuitable soils or rock removal is excluded from the GMP.
- 12- 6ea new bushes and 800sf of grassing is included as an allowance of \$6,500.

STRUCTURAL

- 13- New floor system was priced as 2x8 joist framing and not floor trusses
- 14- We included an allowance of 52 sheets of roof sheathing replacement which equates to roughly 30% of the roof area.

WOODS & PLASTICS

- 15- Circulation desk is included in the casework contractor's proposal and not as an allowance.
- 16- New trim work to be stock trim profile (similar to existing), finger joint and paint grade is included.

THERMAL/MOISTURE PROTECTIONS

- 17- An allowance of \$36,000 is included for fire caulking and joint sealants
- 18- Downspout boots were not shown but 4ea are included in the GMP
- 19- Any work related to EIFS is excluded from the GMP. The exterior finish was priced as stucco finish on masonry substrate.

OPENINGS/GLAZING

- 20- An allowance of \$17,000 is included for the new wood entry door.
- 21- Exterior windows are to be aluminum clad wood framed, manufactured by Windsor Windows and Doors. Hung windows scheduled to be 101,5" or higher will have a transom added due to manufacturer's limitation.
- 22- The interior storefronts are not specialized acoustic products, but the glass for the "acoustic" elevations are scheduled as 9/16" clear laminated with a .090 PVB interlayer.

FINISHES

- 23- Ceramic tile was priced as an \$18/sf installed allowance per the specifications.

SPECIALTIES

- 24- An allowance of \$6500 was included for a book/media return (fixture only) and pad. Book sorting carts were assumed to be a part of the Owner's FF&E budget.

FURNISHINGS & APPLIANCES

- 25- Shelving, book carts, display units, office furniture, and all other furniture not permanently affixed to the structure were assumed to be a part of the FF&E budget.
- 26- Manual Roller shades product included as manufactured by SWF Contract and NOT Roll-A-Shade
- 27- Residential kitchen equipment such as refrigerators, microwaves, and dishwashers are assumed to be part of the FF&E provided by the Owner.
- 28- GMP includes an allowance of \$20,000 for children's area entry. Design-Build sculptural entry is excluded from the GMP.

MECHANICAL/ELECTRICAL

- 29- An automatic fire suppression system was not mentioned in the design documents, and it was assumed that it would not be required.
- 30- An allowance of \$2,500 is included to repair the pump for the fountain.

End

DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «First» day of «October» in the year «Two Thousand Twenty Four», is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «Sixth» day of «September» in the year «Two Thousand Twenty Four» (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

«Jasper County Pratt Memorial Library Renovations»
«451 A Wilson Street, Ridgeland, SC 29936 »

THE OWNER:

(Name, legal status, and address)

«Jasper County»
«358 3rd Avenue, Suite 306-A»
«Ridgeland, SC 29936»

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

«M. B. Kahn Construction Co., Inc.»
«101 Flintlake Road»
«Columbia, SC 29223»

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «Three Million Eight Hundred Fifty-Four Thousand One Hundred Thirty Dollars» (\$

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

«3,854,130.00»), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

«Attachment "A" dated 10/01/2024 »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| N/A | |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

«Date of commencement shall be the later of the Construction Manager's receipt of a written Notice to Proceed from the Owner's Representative and receipt of all required permits to begin work.»

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than «Three Hundred Sixty Five» («365») calendar days from the date of commencement of the Work.

[] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| | | | |

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«Attachment "C" dated 10/01/2024 »

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«Attachment "D" dated 10/01/2024 »

| Number | Title | Date |
|--------|-------|------|
| | | |

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
| | | |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«Attachment “B” dated 10/01/2024 »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«N/A »

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »

(Printed name and title)

DATE

CONSTRUCTION MANAGER (Signature)

«Craig Floyd,» «Executive Vice President »

(Printed name and title)

DATE



Pratt Memorial Library Renovations

Jasper County, SC

October 1, 2024

GUARANTEED MAXIMUM PRICE (GMP) SUMMARY

| | |
|--|------------------------------|
| EXTERIOR RENOVATIONS | \$589,276 |
| window replacement | water intrusion remediation |
| roof replacement | book drop |
| INTERIOR RENOVATIONS | \$2,318,633 |
| interior demolition | complete finishes |
| Plumbing/HVAC Upgrades | Electrical/Lighting Upgrades |
| STRUCTURAL REPAIRS/ABATEMENT | \$564,281 |
| floor structure replacement | crawlspce remediation |
| roof structure repairs | abatement |
| CONSTRUCTION MANAGER'S FEE (6%) | \$208,331 |
| CONSTRUCTION MANAGER'S CONTINGENCY (5%) | \$173,609 |
| TOTAL GMP COST | \$3,854,130 |

OTHER PROJECT COSTS

| | |
|--|--------------------|
| Design Fees/Technical Costs | \$175,000 |
| Testing & Inspections | \$77,083 |
| Preconstruction Fee/Costs | \$112,203 |
| Owner Contingency (3%) | \$115,624 |
| Design/Market Contingency (0%) | \$0 |
| Furniture Storage (Moving Included in GMP) | \$10,000 |
| FF&E Budget (<i>Reduced from \$250k based on CFD Proposal</i>) | \$200,000 |
| A/V Technology Budget (<i>Reduced from \$250k</i>) | \$205,960 |
| | \$4,750,000 |

Work Authorization \$4,750,000

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE**KAHN**M. B. Kahn
Construction

| | |
|----------------------|--|
| Project name | Jasper County Pratt Memorial Library Renovations |
| Estimator | Christopher W.G. Hance, PE |
| Job size | 7250 SF |
| Report format | Sorted by 'Location/Group phase/Phase' 'Detail' summary |
| Alternates | BASE BID |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|-------------------|---|---|--------------|-------------------------|
| | | | Unit Cost | Amount |
| 1-EXTERIOR | | | | |
| 2000.000 | EXISTING CONDITIONS* | | | |
| 2431.010 | <i>Demo: General</i> 200 Demo Exterior Overhang/Supports <i>Demo: General</i> | 65.00 sf | 100.00 /sf | <u>6,500</u> 6,500 |
| 2435.010 | <i>Demo: Steel</i> 120 Remove Metal Railing <i>Demo: Steel</i> | 80.00 lf | 10.00 /lf | <u>800</u> 800 |
| | 80.00 Labor hours 80.00 Equipment hours | | | |
| 2438.010 | <i>Demo: Doors & Windows</i> 80 Remove Lead Paint Windows Complete 80 Remove Transom/Sidelites 120 Remove Windows 130 Remove Window Sills <i>Demo: Doors & Windows</i> | 1.00 ls 2.00 ea 33.00 ea 5.00 ea | 3,500.00 /ls | <u>3,500</u> 3,500 |
| | 27.125 Labor hours 5.00 Equipment hours | | | |
| 2439.090 | <i>Demo: Exterior Finishes</i> 30 Cut Opening in Exterior Wall <i>Demo: Exterior Finishes</i> | 91.00 sf | 50.00 /sf | <u>4,550</u> 4,550 |
| | 4.55 Labor hours 0.91 Equipment hours | | | |
| | EXISTING CONDITIONS* | | | 15,350 |
| | 111.675 Labor hours 85.91 Equipment hours | | | |
| 3000.000 | CONCRETE* | | | |
| 3000.010 | <i>Concrete Subcontractors</i> 55 Concrete Stairs at Entrance <i>Concrete Subcontractors</i> | 5.00 cy | 1,632.00 /cy | <u>8,160</u> 8,160 |
| | CONCRETE* | | | 8,160 |
| 5000.000 | METALS* | | | |
| 5720.010 | <i>Ornamental: Rail & Fence</i> 10 Exterior Hand Rails <i>Ornamental: Rail & Fence</i> | 192.00 lf | 130.208 /lf | <u>25,000</u> 25,000 |
| | 96.00 Labor hours | | | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|---|---|-------------|----------------|----------------|
| | | | Unit Cost | Amount |
| METALS* | | | | |
| | 96.00 Labor hours | | | 25,000 |
| 6000.000 | WOOD, PLASTICS, AND COMPOSITES* | | | |
| 6455.010 | <i>Arch Wd Wrk: Ext Trim</i> | | | |
| 12 | Patch Repair Window Sill | 10.00 lf | 300.00 /lf | 3,000 |
| 12 | New Stucco Sill | 20.00 lf | 350.00 /lf | 7,000 |
| | <i>Arch Wd Wrk: Ext Trim</i> | | | <u>10,000</u> |
| | 150.00 Labor hours | | | |
| WOOD, PLASTICS, AND COMPOSITES* | | | | |
| | 150.00 Labor hours | | | 10,000 |
| 7000.000 | THERMAL AND MOISTURE PROTECTION* | | | |
| 7310.010 | <i>Shingles: Several Types</i> | | | |
| 200 | Replace Asphalt Roof Shingles | 82.00 sq | 832.317 /sq | 68,250 |
| | <i>Shingles: Several Types</i> | | | <u>68,250</u> |
| | 164.00 Labor hours | | | |
| 7600.030 | <i>Sheetmetal: Guttr DwnSpt</i> | | | |
| 260 | Down Spout Splash Blocks | 10.00 ea | 125.00 /ea | 1,250 |
| 260 | Down Spout Boots | 4.00 ea | 300.00 /ea | 1,200 |
| 300 | Gutter | 350.00 lf | 51.429 /lf | 18,000 |
| 310 | Downspout | 150.00 lf | | |
| | <i>Sheetmetal: Guttr DwnSpt</i> | | | <u>20,450</u> |
| | 22.50 Labor hours | | | |
| THERMAL AND MOISTURE PROTECTION* | | | | |
| | 186.50 Labor hours | | | 88,700 |
| 8000.000 | OPENINGS* | | | |
| 8100.100 | <i>Doors: Metal With Frames</i> | | | |
| 100 | Exterior Doors and Frame-Wood | 2.00 ea | 8,500.00 /ea | 17,000 |
| | <i>Doors: Metal With Frames</i> | | | <u>17,000</u> |
| | 6.667 Labor hours | | | |
| 8410.010 | <i>Metal-Framed Storefronts</i> | | | |
| 10 | Glass at Doorways | 61.00 sf | 90.00 /sf | 5,490 |
| | <i>Metal-Framed Storefronts</i> | | | <u>5,490</u> |
| 8550.010 | <i>Windows: Wood & Plastic</i> | | | |
| 10 | Aluminum Clad Windors Wood Windows | 1.00 ls | 269,545.00 /ls | 269,545 |
| | <i>Windows: Wood & Plastic</i> | | | <u>269,545</u> |
| | 3.000 Labor hours | | | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|------------------|---|-------------|---------------|----------------|
| | | | Unit Cost | Amount |
| OPENINGS* | | | | |
| | 9.667 Labor hours | | | 292,035 |
| 9000.000 | FINISHES* | | | |
| <i>9200.000</i> | <i>Plaster & Stucco*</i> | | | |
| 230 | Infill Ext Wall System w/ Stucco | 150.00 sf | 85.00 /sf | 12,750 |
| 230 | Patch/Repair Stucco Allowance | 350.00 sf | 30.00 /sf | 10,500 |
| | <i>Plaster & Stucco*</i> | | | <u>23,250</u> |
| <i>9790.010</i> | <i>Wall Finish Restoration</i> | | | |
| 10 | Refinish Existing Doors to Remain | 3.00 ea | 1,750.00 /ea | 5,250 |
| | <i>Wall Finish Restoration</i> | | | <u>5,250</u> |
| <i>9910.010</i> | <i>Painting: Ext Detailed</i> | | | |
| 30 | Clean Ext Finish | 1.00 ls | 18,500.00 /ls | 18,500 |
| | <i>Painting: Ext Detailed</i> | | | <u>18,500</u> |
| | 0.04 Labor hours | | | |
| | FINISHES* | | | 47,000 |
| | 0.04 Labor hours | | | |
| 10000.000 | SPECIALTIES* | | | |
| <i>10740.000</i> | <i>Manufactured Exterior Specialties*</i> | | | |
| 70 | Drive up Book Drop-Allowance | 1.00 ea | 6,500.00 /ea | 6,500 |
| | <i>Manufactured Exterior Specialties*</i> | | | <u>6,500</u> |
| | SPECIALTIES* | | | 6,500 |
| 26000.000 | ELECTRICAL* | | | |
| <i>26500.010</i> | <i>Lighting</i> | | | |
| 530 | Fountain Pump Repair Allowance | 1.00 ls | 2,500.00 /ls | 2,500 |
| | <i>Lighting</i> | | | <u>2,500</u> |
| | ELECTRICAL* | | | 2,500 |
| 31000.000 | EARTHWORK* | | | |
| <i>31000.010</i> | <i>Earthwork Subcontractors</i> | | | |
| 10 | Sitework Sub | 1.00 ls | 36,914.00 /ls | 36,914 |
| | <i>Earthwork Subcontractors</i> | | | <u>36,914</u> |
| <i>31220.000</i> | <i>Clear Site</i> | | | |
| 10 | Remove Asphalt | 311.00 sf | | |
| 20 | Saw Asphalt | 218.00 lf | | |
| 210 | Remove Brick Sidwalk/Landing | 910.00 sf | | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|-------------------|--------------------------------|-------------|---------------|----------------|
| | | | Unit Cost | Amount |
| | <i>Clear Site</i> | | | |
| | 24.125 Labor hours | | | |
| | 0.778 Equipment hours | | | |
| 31315.024 | <i>Earthwk: Fine Grade</i> | | | |
| 70 | Fine Grade Around Building | 50.00 cy | | |
| | <i>Earthwk: Fine Grade</i> | | | |
| | 0.750 Labor hours | | | |
| | EARTHWORK* | | | 36,914 |
| | 24.875 Labor hours | | | |
| | 0.778 Equipment hours | | | |
| 32000.000 | EXTERIOR IMPROVEMENTS* | | | |
| 32750.035 | <i>Paving: Concrete</i> | | | |
| 10 | Concrete Paving | 840.00 sf | 6.804 /sf | 5,715 |
| | <i>Paving: Concrete</i> | | | 5,715 |
| | 84.00 Labor hours | | | |
| 32900.010 | <i>Landscape: General</i> | | | |
| 20 | Sodding | 800.00 sf | 2.50 /sf | 2,000 |
| 130 | Plant Bushes | 6.00 ea | 750.00 /ea | 4,500 |
| | <i>Landscape: General</i> | | | 6,500 |
| | 22.580 Labor hours | | | |
| | EXTERIOR IMPROVEMENTS* | | | 12,215 |
| | 106.580 Labor hours | | | |
| 33000.000 | UTILITIES* | | | |
| 33420.010 | <i>Drainage: French Drains</i> | | | |
| 25s | Trench Drain in Parking Lot | 160.00 lf | | |
| | UTILITIES* | | | 0 |
| | 1-EXTERIOR | | | 544,374 |
| | 685.337 Labor hours | | | |
| | 86.688 Equipment hours | | | |
| 2-INTERIOR | | | | |
| 0000.000 | GENERAL CONDITIONS* | | | |
| 0001.000 | <i>General Conditions*</i> | | | |
| 1 | General Conditions - 12 mo. | 12.00 mo | 30,140.75 /mo | 361,689 |
| | <i>General Conditions*</i> | | | 361,689 |
| | GENERAL CONDITIONS* | | | 361,689 |
| 1000.000 | GENERAL REQUIREMENTS* | | | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|------------------------------|----------------------------------|-------------|---------------|---------------|
| | | | Unit Cost | Amount |
| 1000.100 | <i>Division 1 Subcontractors</i> | | | |
| 10 | General Requirements - 12 mo. | 12.00 mo | 5,938.583 /mo | 71,263 |
| | <i>Division 1 Subcontractors</i> | | | 71,263 |
| 1700.000 | <i>Clean-Up*</i> | | | |
| 20 | Final Clean-Up | 7,200.00 sf | 1.00 /sf | 7,200 |
| | <i>Clean-Up*</i> | | | 7,200 |
| GENERAL REQUIREMENTS* | | | | 78,463 |
| 2000.000 | EXISTING CONDITIONS* | | | |
| 2436.010 | <i>Demo: Wood</i> | | | |
| 110 | Remove Stairs | 1.00 ea | | |
| | <i>Demo: Wood</i> | | | |
| | 75.000 Labor hours | | | |
| | 8.333 Equipment hours | | | |
| 2436.050 | <i>Demo: Millwork</i> | | | |
| 90 | Remove Wood Wall Paneling | 415.00 sf | | |
| 120 | Remove Trim at Columns | 6.00 ea | | |
| 140 | Remove Circulation Desk | 1.00 ea | | |
| 200 | Remove/Protect Historic Shelf | 1.00 ea | 650.00 /ea | 650 |
| | <i>Demo: Millwork</i> | | | 650 |
| | 21.55 Labor hours | | | |
| | 9.246 Equipment hours | | | |
| 2438.010 | <i>Demo: Doors & Windows</i> | | | |
| 40 | Remove Door & Frame | 23.00 ea | | |
| | <i>Demo: Doors & Windows</i> | | | |
| | 230.00 Labor hours | | | |
| 2438.050 | <i>Demo: Misc Items</i> | | | |
| 130 | Remove Window Shades | 100.00 lf | | |
| | <i>Demo: Misc Items</i> | | | |
| | 100.00 Labor hours | | | |
| | 100.00 Equipment hours | | | |
| 2439.040 | <i>Demo: Finishes, Walls</i> | | | |
| 40 | Remove Interior Walls | 5,100.00 sf | | |
| | <i>Demo: Finishes, Walls</i> | | | |
| | 255.00 Labor hours | | | |
| 2439.150 | <i>Demo: Mechanical/Elect</i> | | | |
| 20 | Remove Plumbing Fixtures | 13.00 ea | | |
| EXISTING CONDITIONS* | | | | 650 |
| | 681.550 Labor hours | | | |
| | 117.579 Equipment hours | | | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|-----------------|---|-------------|---------------|-----------|----------------|
| | | | | Unit Cost | Amount |
| 5000.000 | METALS* | | | | |
| 5120.010 | <i>Structural: Framing</i> | | | | |
| | 20 Steel Framing | 1.00 ls | 24,260.00 /ls | | 24,260 |
| | <i>Structural: Framing</i> | | | | 24,260 |
| | 5.00 Labor hours | | | | |
| | METALS* | | | | 24,260 |
| | 5.00 Labor hours | | | | |
| 6000.000 | WOOD, PLASTICS, AND COMPOSITES* | | | | |
| 6000.010 | <i>Wood, Plastics and Composites Subcontractors</i> | | | | |
| | 30 Casework Sub | 1.00 ls | 92,519.00 /ls | | 92,519 |
| | 30 Circulation Desk | 1.00 ea | | | |
| | 30 Built-In Window Seats | 29.00 lf | | | |
| | <i>Wood, Plastics and Composites Subcontractors</i> | | | | 92,519 |
| 6116.010 | <i>Framing: Stairs</i> | | | | |
| | 1 Stair Framing | 30.00 lf | | | |
| | <i>Framing: Stairs</i> | | | | |
| | 1,799.640 Labor hours | | | | |
| 6117.020 | <i>Blocking: Misc.</i> | | | | |
| | 10 Misc Blocking | 1.50 mbf | 4,500.00 /mbf | | 6,750 |
| | <i>Blocking: Misc.</i> | | | | 6,750 |
| | 150.00 Labor hours | | | | |
| 6410.010 | <i>Arch Wd Wrk: Cabinets</i> | | | | |
| | 10 Base Cabinet | 25.00 lf | | | |
| | 80 Wall Cabinets | 18.00 lf | | | |
| | 100 Counter Tops | 63.00 lf | | | |
| | 110 Vanity | 18.00 lf | | | |
| | <i>Arch Wd Wrk: Cabinets</i> | | | | |
| | 120.40 Labor hours | | | | |
| 6454.010 | <i>Arch Wd Wrk: Misc. Trim</i> | | | | |
| | 1 Poly Columns-Supply | 8.00 ea | 1,350.625 /ea | | 10,805 |
| | 1 Poly Columns-Install | 8.00 ea | 250.00 /ea | | 2,000 |
| | 2 Base Molding to Match | 1,250.00 lf | | | |
| | 2 Picture Molding to Match | 1,250.00 lf | | | |
| | 2 Wood Handrail | 50.00 lf | 45.00 /lf | | 2,250 |
| | <i>Arch Wd Wrk: Misc. Trim</i> | | | | 15,055 |
| | 300.967 Labor hours | | | | |
| | WOOD, PLASTICS, AND COMPOSITES* | | | | 114,324 |
| | 2,371.007 Labor hours | | | | |
| 7000.000 | THERMAL AND MOISTURE PROTECTION* | | | | |
| 7000.010 | <i>Thermal and Moisture Protection Subcontractors</i> | | | | |



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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|----------|---|-------------|-----------|----------------|----------------|
| | | | | Unit Cost | Amount |
| 7000.010 | <i>Thermal and Moisture Protection Subcontractors</i> | | | | |
| 1 | Fire-Caulking and Joint Sealants | 7,200.00 | sf | 5.00 /sf | 36,000 |
| | <i>Thermal and Moisture Protection Subcontractors</i> | | | | <u>36,000</u> |
| | THERMAL AND MOISTURE PROTECTION* | | | | 36,000 |
| 8000.000 | OPENINGS* | | | | |
| 8100.100 | <i>Doors: Metal With Frames</i> | | | | |
| 100 | Door/Hardware Supply | 1.00 | ls | 56,587.00 /ls | 56,587 |
| 100 | Aluminum Doors and Frames/Hdwr-Interior | 3.00 | ea | 16,416.667 /ea | 49,250 |
| 100 | Door/Hardware Install | 1.00 | ls | 8,000.00 /ls | <u>8,000</u> |
| | <i>Doors: Metal With Frames</i> | | | | <u>113,837</u> |
| | 16.667 Labor hours | | | | |
| 8410.010 | <i>Metal-Framed Storefronts</i> | | | | |
| 20 | Interior Storefront | 700.00 | sf | | |
| 8700.100 | <i>Hardware: Finishing</i> | | | | |
| 10 | Door Hardware (all Types) | 12.00 | ea | | |
| | <i>Hardware: Finishing</i> | | | | |
| | 60.00 Labor hours | | | | |
| | OPENINGS* | | | | 113,837 |
| | 76.667 Labor hours | | | | |
| 9000.000 | FINISHES* | | | | |
| 9000.010 | <i>Finishes Subcontractors</i> | | | | |
| 10 | Drywall/ACT Ceiling Sub | 1.00 | ls | 276,483.00 /ls | 276,483 |
| 10 | Additional Insulation at Exterior Walls | 1.00 | ls | 5,382.00 /ls | 5,382 |
| 70 | Children's Area Entry Allowance | 1.00 | ls | 20,000.00 /ls | 20,000 |
| 80 | Flooring Subcontractor | 1.00 | ls | 74,754.00 /ls | <u>74,754</u> |
| | <i>Finishes Subcontractors</i> | | | | <u>376,619</u> |
| 9100.000 | <i>Drywall*</i> | | | | |
| 270 | Interior Partitions | 5,500.00 | sf | | |
| 9300.000 | <i>Tiling*</i> | | | | |
| 80 | Ceramic Tile Wall | 1,300.00 | sf | | |
| 300 | Ceramic Base | 160.00 | lf | | |
| 320 | Ceramic Tile Floor | 325.00 | sf | | |
| | <i>Tiling*</i> | | | | |
| | 130.00 Labor hours | | | | |
| 9500.000 | <i>Ceilings*</i> | | | | |
| 220 | Gyp Ceiling | 6,000.00 | sf | | |
| 9545.020 | <i>Ceilings: Specialty</i> | | | | |
| 30 | Acoustic Wood Ceiling | 1,585.00 | sf | | |



M. B. Kahn
Construction

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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|------------------|--|--------------------------|---------------|-------------------------|
| | | | Unit Cost | Amount |
| 9620.000 | <i>Specialty Flooring</i> 10 Wood Stair Treads,Risers, landing | 85.00 sf | | |
| 9640.010 | <i>Flooring Wood</i> 200 Wood Flooring | 183.00 sf | | |
| 9650.010 | <i>Flooring Resilient</i> 40 LVP Flooring 200 Rubber Base <i>Flooring Resilient</i> | 380.00 sf 1,304.00 lf | | |
| | 7.60 Labor hours | | | |
| 9680.010 | <i>Flooring Carpet</i> 100 Carpet Tile | 765.00 sy | | |
| 9700.000 | <i>Wall Finishes*</i> 60 FRP Wall Panel <i>Wall Finishes*</i> | 75.00 sf | 15.00 /sf | <u>1,125</u> 1,125 |
| 9800.000 | <i>Acoustic Treatment*</i> 20 Acoustical Panels 200 Acoustical Ceiling Panels | 362.00 sf 155.00 sf | | |
| 9910.020 | <i>Painting: Int Detailed</i> 5 Paint Interior/Exterior Complete <i>Painting: Int Detailed</i> | 7,200.00 sf | 7.361 /sf | <u>53,000</u> 53,000 |
| | 720.00 Labor hours | | | |
| | FINISHES* | | | 430,744 |
| | 857.60 Labor hours | | | |
| 10000.000 | SPECIALTIES* | | | |
| 10140.010 | <i>Signs and Letters</i> 60 Signage <i>Signs and Letters</i> | 1.00 ls | 5,000.00 /ls | <u>5,000</u> 5,000 |
| | 0.40 Labor hours | | | |
| 10210.010 | <i>Toilet Compartments</i> 20 Plastic Laminate Toilet Compartments Supply/Install 40 Urinal Screens <i>Toilet Compartments</i> | 2.00 ea 1.00 ea | 3,546.50 /ea | 7,093 <u>7,093</u> |
| | 40.000 Labor hours | | | |
| 10220.000 | <i>Partitions*</i> 540 Accordion Folding Partitions <i>Partitions*</i> | 125.00 sf | 280.00 /sf | <u>35,000</u> 35,000 |
| 10280.000 | <i>Toilet, Bath , and Laundry Accessories*</i> 200 Toilet Accessories | 1.00 ls | 10,489.00 /ls | 10,489 |



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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|------------------|--|-------------|-----------|----------------|----------------|
| | | | | Unit Cost | Amount |
| | <i>Toilet, Bath , and Laundry Accessories*</i> | | | | 10,489 |
| 10440.000 | <i>Fire Protection Specialties*</i> | | | | |
| | 10 Fire Extinguishers/Cabinets Supply/Install | 1.00 | ls | 1,309.00 /ls | 1,309 |
| | <i>Fire Protection Specialties*</i> | | | | 1,309 |
| | 0.670 Labor hours | | | | |
| | SPECIALTIES* | | | | 58,891 |
| | 41.070 Labor hours | | | | |
| 12000.000 | FURNISHINGS* | | | | |
| 12000.010 | <i>Furnishings Subcontractors</i> | | | | |
| | 10 Existing Furniture Moving | 1.00 | ls | 18,483.00 /ls | 18,483 |
| | <i>Furnishings Subcontractors</i> | | | | 18,483 |
| 12200.000 | <i>Window Treatments*</i> | | | | |
| | 10 Window Treatments | 1.00 | ls | 10,890.00 /ls | 10,890 |
| | 10 Window Treatments Casing | 37.00 | ea | 250.00 /ea | 9,250 |
| | <i>Window Treatments*</i> | | | | 20,140 |
| | 34.200 Labor hours | | | | |
| | FURNISHINGS* | | | | 38,623 |
| | 34.200 Labor hours | | | | |
| 14000.000 | CONVEYING EQUIPMENT* | | | | |
| 14100.000 | <i>Dumbwaiters*</i> | | | | |
| | 20 Electric Dumbwaiters | 1.00 | ea | 46,338.00 /ea | 46,338 |
| | <i>Dumbwaiters*</i> | | | | 46,338 |
| | CONVEYING EQUIPMENT* | | | | 46,338 |
| 22000.000 | PLUMBING* | | | | |
| 22400.100 | <i>Plumbing</i> | | | | |
| | 440 Plumbing Subcontractor | 1.00 | ls | 137,350.00 /ls | 137,350 |
| | 440 Plumbing Fixtures-Minor | 12.00 | ea | | |
| | 440 Plumbing Fixtures-Major | 13.00 | ea | | |
| | <i>Plumbing</i> | | | | 137,350 |
| | PLUMBING* | | | | 137,350 |
| 23000.000 | HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | | |
| 23710.000 | <i>HVAC Systems</i> | | | | |
| | 11 HVAC | 7,200.00 | sf | 42.181 /sf | 303,700 |
| | <i>HVAC Systems</i> | | | | 303,700 |
| 23900.000 | <i>Controls</i> | | | | |
| | 200 Controls | 7,200.00 | sf | | |



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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|--|-------------------------------------|-------------|-----------|---------------|------------------|
| | | | | Unit Cost | Amount |
| HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | | | 303,700 |
| 26000.000 | ELECTRICAL* | | | | |
| 26000.010 | <i>Electrical Subcontractors</i> | | | | |
| 11 | Electrical Systems | 7,200.00 | sf | 38.194 /sf | 275,000 |
| | <i>Electrical Subcontractors</i> | | | | 275,000 |
| 26500.010 | <i>Lighting</i> | | | | |
| 510 | Lighting and Controls | 7,200.00 | sf | | |
| ELECTRICAL* | | | | | 275,000 |
| 31000.000 | EARTHWORK* | | | | |
| 31360.200 | <i>Termite Pretreatment</i> | | | | |
| 0100 | Termite Pretreatment | 7,200.00 | sf | 0.25 /sf | 1,800 |
| | <i>Termite Pretreatment</i> | | | | 1,800 |
| EARTHWORK* | | | | | 1,800 |
| 2-INTERIOR | | | | | 2,021,669 |
| | 4,067.093 Labor hours | | | | |
| | 117.579 Equipment hours | | | | |
| 3-STRUCT. MODIFICATIONS | | | | | |
| 1000.000 | GENERAL REQUIREMENTS* | | | | |
| 1550.000 | <i>Temp. Protection*</i> | | | | |
| 50 | Temporary Shoring of Roof Structure | 1.00 | ls | 89,455.00 /ls | 89,455 |
| 50 | Shoring Rental | 30.00 | days | 605.00 /days | 18,150 |
| | <i>Temp. Protection*</i> | | | | 107,605 |
| GENERAL REQUIREMENTS* | | | | | 107,605 |
| 2000.000 | EXISTING CONDITIONS* | | | | |
| 2000.010 | <i>Division 2 Subcontractors</i> | | | | |
| 10 | Abatement | 7,200.00 | sf | 8.611 /sf | 62,000 |
| 10 | Interior Demolition Complete | 7,200.00 | sf | 7.778 /sf | 56,000 |
| | <i>Division 2 Subcontractors</i> | | | | 118,000 |
| 2436.010 | <i>Demo: Wood</i> | | | | |
| 10 | Remove Wood Floor Structure | 7,200.00 | sf | | |
| | <i>Demo: Wood</i> | | | | |
| | 144,000.00 Labor hours | | | | |
| | 12,000.00 Equipment hours | | | | |



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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|-----------------------------|---|-------------------|----------------|-----------|----------------|
| | | | | Unit Cost | Amount |
| EXISTING CONDITIONS* | | | | | 118,000 |
| | 144,000.00 Labor hours | | | | |
| | 12,000.00 Equipment hours | | | | |
| 3000.000 | CONCRETE* | | | | |
| 3215.000 | <i>Piers*</i> | | | | |
| 40 | Concrete Foundations | 1.00 ls | 27,870.00 /ls | | 27,870 |
| 40 | Concrete Piers | 24.00 ea | 833.333 /ea | | 20,000 |
| 40 | Concrete Slab at Entrance/Book Return | 1.00 ls | | | |
| | <i>Piers*</i> | | | | <u>47,870</u> |
| | 13.00 Labor hours | | | | |
| | CONCRETE* | | | | 47,870 |
| | 13.00 Labor hours | | | | |
| 6000.000 | WOOD, PLASTICS, AND COMPOSITES* | | | | |
| 6000.010 | <i>Wood, Plastics and Composites Subcontractors</i> | | | | |
| 1 | Trimwork-Labor/Material | 1.00 ls | 34,500.00 /ls | | 34,500 |
| 1 | Framing Sub Labor Only | 1.00 ls | 72,500.00 /ls | | 72,500 |
| 2 | Framing Sub Material | 1.00 ls | 52,000.00 /ls | | <u>52,000</u> |
| | <i>Wood, Plastics and Composites Subcontractors</i> | | | | 159,000 |
| 6111.020 | <i>Framing: Floor Joist PT</i> | | | | |
| 480 | New Floor Joist and girder/beam Structure | 7,200.00 sf | | | |
| | <i>Framing: Floor Joist PT</i> | | | | |
| | 14,400.00 Labor hours | | | | |
| 6113.010 | <i>Framing: Ceiling Joists</i> | | | | |
| 1 | Roof Rafter/Ceiling Framing Repair | 3.00 mbf | | | |
| | <i>Framing: Ceiling Joists</i> | | | | |
| | 375.00 Labor hours | | | | |
| 6160.010 | <i>Plywood: Subfloor</i> | | | | |
| 30 | New Subfloor | 340.00 sheet s | | | |
| | <i>Plywood: Subfloor</i> | | | | |
| | 15.300 Labor hours | | | | |
| 6163.010 osb3 | <i>Plywood: Roof Sheathing</i> | | | | |
| | Replace Damaged Roof Sheathing Allowance | 52.00 sheet s | 100.00 /sheets | | 5,200 |
| | <i>Plywood: Roof Sheathing</i> | | | | <u>5,200</u> |
| | 3.25 Labor hours | | | | |
| | WOOD, PLASTICS, AND COMPOSITES* | | | | 164,200 |
| | 14,793.550 Labor hours | | | | |
| 7000.000 | THERMAL AND MOISTURE PROTECTION* | | | | |



M. B. Kahn
Construction

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Jasper County Pratt Memorial Library Renovations

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | |
|------------------|--|-------------|-----------|-----------|----------------|
| | | | | Unit Cost | Amount |
| 7000.010 | <i>Thermal and Moisture Protection Subcontractors</i> | | | | |
| 30 | Crawlspace Vapor Barrier Encapsulation (Partial) | 7,200.00 sf | 6.799 /sf | | 48,950 |
| 30 | Crawlspace Drainage Mat | 7,200.00 sf | 3.00 /sf | | 21,600 |
| | <i>Thermal and Moisture Protection Subcontractors</i> | | | | <u>70,550</u> |
| | THERMAL AND MOISTURE PROTECTION* | | | | 70,550 |
| 9000.000 | FINISHES* | | | | |
| 9100.000 | <i>Drywall*</i> | | | | |
| 200 | Drywall/Insulation on Interior Face of Ext. Walls | 1.00 ls | | | |
| | FINISHES* | | | | 0 |
| 22000.000 | PLUMBING* | | | | |
| 22400.100 | <i>Plumbing</i> | | | | |
| 440 | Crawlspace Sump | 1.00 ea | | | |
| | PLUMBING* | | | | 0 |
| 23000.000 | HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | | |
| 23710.000 | <i>HVAC Systems</i> | | | | |
| 540 | Crawlspace Dehumidifier | 1.00 ea | | | |
| | HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | | 0 |
| 31000.000 | EARTHWORK* | | | | |
| 31315.024 | <i>Earthwk: Fine Grade</i> | | | | |
| 70 | Import Fill/Fine Grade Crawlspace | 270.00 cy | 35.00 /cy | | 9,450 |
| | <i>Earthwk: Fine Grade</i> | | | | <u>9,450</u> |
| | 4.050 Labor hours | | | | |
| | EARTHWORK* | | | | 9,450 |
| | 4.050 Labor hours | | | | |
| | 3-STRUCT. MODIFICATIONS | | | | 517,675 |
| | 158,810.600 Labor hours | | | | |
| | 12,000.00 Equipment hours | | | | |



M.B. KAHN CONSTRUCTION CO., INC.
Jasper County Pratt Memorial Library Renovations
GMP ESTIMATE

Estimate Totals

| Description | Amount | Totals | Rate |
|---|------------------|------------------|----------|
| Labor | 251,015 | | |
| Material | 156,302 | | |
| Subcontract | 2,492,574 | | |
| Equipment | 65,450 | | |
| Other | 118,377 | | |
| | 3,083,718 | 3,083,718 | |
| Sales Tax | 12,504 | | 8.000 % |
| Taxes & Ins On Labor | 143,079 | | 57.000 % |
| Town of Ridgeland Business License Fees | 25,000 | | |
| Town of Ridgeland Permit & Review Fees | 61,666 | | 1.600 % |
| Builder's Risk Insurance | 40,000 | | |
| | 282,249 | 3,365,967 | |
| GMP Subcontractor Bonds | 29,911 | | 1.200 % |
| GMP Corp. Gen. Liability Insur | 44,323 | | 1.150 % |
| GMP Perf & Payment Bond | 31,989 | | 0.830 % |
| | 106,223 | 3,472,190 | |
| GMP CM Fees | 208,331 | | 6.000 % |
| GMP CM Contingency | 173,609 | | 5.000 % |
| | 381,940 | 3,854,130 | |
| Total | | 3,854,130 | |



PRATT MEMORIAL LIBRARY RENOVATIONS

Jasper County
Ridgeland, SC

GMP CLARIFICATIONS & ASSUMPTIONS

October 1, 2024

The following are notes associated with the estimate developed from the current documents. The items listed are assumptions and/or clarifications when 1) information is not shown on the documents, 2) if the document information is not clear, 3) if an item was discussed but not in the documents, or 4) if the item should be included in the project. The intent of this list is to attempt to create a shared understanding of the design and related costs.

GENERAL

- 1- The GMP is based on permit plans and specifications from Woods Dendy Architects, LLC dated May 1st, 2024, structural plans from Southern Consulting and Engineering, Inc. dated April 16, 2024, mechanical, plumbing, and electrical plans from Beekman Point Engineering dated April 12, 2024, and the Asbestos Abatement Project Design dated August 3, 2023 (Attachment C).
- 2- The cost of all required governmental and regulatory permits and fees (with exception of the building permit) are excluded from the GMP and shall be acquired and paid for by the Owner, including but not limited to utility connection fees, impact fees, demolition permits, and any other permits required to complete the work.
- 3- SWPPP, Chapter 1, Chapter 17, and all other testing or inspections are not included. All testing is By Owner.
- 4- Builder's Risk Insurance is included in the GMP and covers the amount of the renovation scope of work only. Coverage is not extended to the entire existing structure.
- 5- It was assumed this project would not seek LEED or Green Globes certification, therefore documentation and submittals for this have not been included.
- 6- Preconstruction costs/fee and third-party material inspections/testing are not included in the GMP.
- 7- MBK assumes we can use temporary/existing utilities, including consumption charges, at no additional charge.
- 8- OCRM, SCDOT or DHEC permitting are not included in this GMP or construction schedule and were assumed to not be required.
- 9- It was assumed, based on the current scope of work, the renovations will take 12 months to complete. MBK supervision for 12 months is included in this estimate.

DEMOLITION/SITE WORK

- 10- It was assumed that the renovated building would use the same water and sewer utilities/mains as exists. New utilities outside of the structure were not included.
- 11- Replacement of unsuitable soils or rock removal is excluded from the GMP.
- 12- 6ea new bushes and 800sf of grassing is included as an allowance of \$6,500.

STRUCTURAL

- 13- New floor system was priced as 2x8 joist framing and not floor trusses
- 14- We included an allowance of 52 sheets of roof sheathing replacement which equates to roughly 30% of the roof area.

WOODS & PLASTICS

- 15- Circulation desk is included in the casework contractor's proposal and not as an allowance.
- 16- New trim work to be stock trim profile (similar to existing), finger joint and paint grade is included.

THERMAL/MOISTURE PROTECTIONS

- 17- An allowance of \$36,000 is included for fire caulking and joint sealants
- 18- Downspout boots were not shown but 4ea are included in the GMP
- 19- Any work related to EIFS is excluded from the GMP. The exterior finish was priced as stucco finish on masonry substrate.

OPENINGS/GLAZING

- 20- An allowance of \$17,000 is included for the new wood entry door.
- 21- Exterior windows are to be aluminum clad wood framed, manufactured by Windsor Windows and Doors. Hung windows scheduled to be 101,5" or higher will have a transom added due to manufacturer's limitation.
- 22- The interior storefronts are not specialized acoustic products, but the glass for the "acoustic" elevations are scheduled as 9/16" clear laminated with a .090 PVB interlayer.

FINISHES

- 23- Ceramic tile was priced as an \$18/sf installed allowance per the specifications.

SPECIALTIES

- 24- An allowance of \$6500 was included for a book/media return (fixture only) and pad. Book sorting carts were assumed to be a part of the Owner's FF&E budget.

FURNISHINGS & APPLIANCES

- 25- Shelving, book carts, display units, office furniture, and all other furniture not permanently affixed to the structure were assumed to be a part of the FF&E budget.
- 26- Manual Roller shades product included as manufactured by SWF Contract and NOT Roll-A-Shade
- 27- Residential kitchen equipment such as refrigerators, microwaves, and dishwashers are assumed to be part of the FF&E provided by the Owner.
- 28- GMP includes an allowance of \$20,000 for children's area entry. Design-Build sculptural entry is excluded from the GMP.

MECHANICAL/ELECTRICAL

- 29- An automatic fire suppression system was not mentioned in the design documents, and it was assumed that it would not be required.
- 30- An allowance of \$2,500 is included to repair the pump for the fountain.

End



M. B. Kahn
Construction

PRATT MEMORIAL LIBRARY

Jasper County
Ridgeland, SC

LIST OF SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

000107 PROJECT DIRECTORY
 010100 SUMMARY OF WORK
 010210 ALLOWANCES
 010400 PROJECT SAFETY
 010500 FIELD ENGINEERING
 011530 CHANGE ORDER PROCEDURE
 012010 PRE-CONSTRUCTION CONFERENCE
 013000 ADMINISTRATIVE REQUIREMENTS
 014000 QUALITY REQUIREMENTS
 014535 SPECIAL INSPECTIONS AND TESTING SERVICES
 015000 TEMP FACILITIES AND CONTROLS
 016000 PRODUCT REQUIREMENTS
 017000 EXECUTION AND CLOSEOUT PROCEDURES
 017100 CLEANING
 000107 PROJECT DIRECTORY
 010100 SUMMARY OF WORK
 010210 ALLOWANCES
 010400 PROJECT SAFETY
 010500 FIELD ENGINEERING
 011530 CHANGE ORDER PROCEDURE
 012010 PRE-CONSTRUCTION CONFERENCE
 013000 ADMINISTRATIVE REQUIREMENTS
 014000 QUALITY REQUIREMENTS
 014535 SPECIAL INSPECTIONS AND TESTING SERVICES
 015000 TEMP FACILITIES AND CONTROLS
 016000 PRODUCT REQUIREMENTS
 017000 EXECUTION AND CLOSEOUT PROCEDURES
 017100 CLEANING

DIVISION 2 – EXISTING CONDITIONS

023160 TERMITE CONTROLS

DIVISION 3 – CONCRETE

031000 CONCRETE FORMWORK
 032100 CONCRETE REINFORCING
 033000 CAST-IN-PLACE CONCRETE
 033500 CONCRETE FINISHING

DIVISION 4 – MASONRY – NOT USED

DIVISION 5 – METALS

051200 STRUCTURAL STEEL
054000 COLD-FORMED METAL FRAMING
055000 METAL FABRICATIONS
057300 DECORATIVE METAL RAILINGS

DIVISION 6 – WOOD PLASTICS AND COMPOSITES

061000 ROUGH CARPENTRY
061053 MISCELLANEOUS ROUGH CARPENTRY
062023 INTERIOR FINISH CARPENTRY
064023 INTERIOR ARCHITECTURAL WOODWORK
064443 POLY/MARBLE COMPOSITE FIBERGLASS COLUMNS

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

072100 THERMAL AND ACOUSTICAL INSULATION
072600 REINFORCED VAPOR BARRIERS FOR CRAWL SPACES
073113 ASPHALT SHINGLE ROOFING
076200 SHEET METAL FLASHING AND TRIM
076300 GUTTERS AND DOWNSPOUTS
079200 JOINT SEALANTS

DIVISION 8 – OPENINGS

081400 DOORS AND FRAMES
083116 ACCESS PANELS AND FRAMES
084100 ALUMINUM FRAMED ENTRANCES AND STOREFRONT
085413 WINDOWS
085600 GLAZING
087100 DOOR HARDWARE
088300 MIRRORS

DIVISION 9 – FINISHES

092216 NON-STRUCTURAL METAL FRAMING
092600 GYPSUM BOARD
093000 TILING
095126 ACOUSTICAL WOOD CEILINGS
095500 WOOD FLOORING
096500 VINYL PLANK FLOORING
096813 CARPET TILE FLOORING
098436 SOUND-ABSORBING CEILING UNITS
099000 PAINTING

DIVISION 10 – SPECIALTIES

101400 SIGNAGE
102113 TOILET COMPARTMENTS
102226 OPERABLE PARTITIONS
102800 WASHROOM ACCESSORIES
104400 FIRE EXTINGUISHERS AND ACCESSORIES
105910 COUNTER SUPPORT BRACKETS

DIVISION 11 – EQUIPMENT

113013 APPLIANCES

DIVISION 12 – FURNISHINGS

122413 ROLLER WINDOW SHADES

123200 MANUFACTURED PLASTIC-LAMINATE CASEWORK

123661 SOLID SURFACE COUNTERTOPS

DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED**DIVISION 14 – CONVEYING SYSTEMS**

141000 DUMBWAITERS

DIVISION 21 – FIRE SUPPRESSION

210500 Common Work Results for Fire-Suppression

211000 Water-Based Fire-Suppression Systems

DIVISION 22 – PLUMBING

220500 Common Work Results for Plumbing

220513 Common Motor Requirements for Plumbing Equipment

220516 Expansion Fittings and Loops for Plumbing Piping

220517 Sleeves and Sleeve Seals for Plumbing Piping

220519 Meters and Gages for Plumbing Piping

220523 General-Duty Valves for Plumbing Piping

220529 Hangers and Supports for Plumbing Piping and Equipment

220553 Identification for Plumbing Piping and Equipment

220700 Plumbing Insulation

221105 Facility Liquified Petroleum Gas Piping

221113 Facility Natural-Gas Piping

221116 Domestic Water Piping

221119 Domestic Water Piping Specialties

221125 Circulating Pumps

221316 Sanitary Waste and Vent Piping

221319 Sanitary Waste Piping Specialties

221413 Facility Storm Drainage Piping

221423 Storm Drainage Piping Specialties

223400 Fuel-Fired, Domestic-Water Heaters

224200 Plumbing Fixtures

224500 Emergency Plumbing Fixtures

224600 Security Plumbing Fixtures

DIVISION 23 – MECHANICAL

230500 Common Work Results for HVAC

230513 Motors for HVAC Equipment

230514 Variable Speed Drives

230517 Sleeves and Sleeve Seals for HVAC Piping

230529 Hangers and Supports for HVAC Piping and Equipment

230548 Vibration and Seismic Control for HVAC

230553 Identification for HVAC Piping and Equipment

230700 HVAC Insulation
230900 Building Automation System
230993 Sequence of Operations for HVAC Controls
232113 Hydronic Piping
232300 Refrigerant Piping
233113 Metal Ducts
233300 Air Duct Accessories
233423 HVAC Power Ventilators
233600 Air Terminal Units
233713 Diffusers, Registers, and Grilles
234100 Particulate Air Filtration
237413 Packaged Outdoor Central Station Air Handling Units
237433 Electric Makeup Air Units
238124 Ductless Mini-Split Air-Conditioning Units
238143 Split-System Heat Pump Units
238239 Unit Heaters

DIVISION 25 – INTEGRATED AUTOMATION – NOT USED

DIVISION 26 – ELECTRICAL

260500 Common Work Results for Electrical
260519 Low-Voltage Electrical Power Conductors and Cables
260526 Grounding and Bonding for Electrical Systems
260529 Hangers and Supports for Electrical Systems
260533 Raceway and Boxes for Electrical Systems
260548.16 Seismic Controls for Electrical Systems
260553 Identification for Electrical Systems
260572 Overcurrent Protective Device Short-Circuit Study
260573 Overcurrent Protective Device Coordination Study
260574 Overcurrent Protective Device Arc-Flash Study
260923 Lighting Control Devices
260943 Relay-Based Lighting Controls
262200 Low-Voltage Transformers
262413 Switchboards
262416 Panelboards
262550 Generator Docking Stations
262714 Utility Service Entrance (Generic)
262726 Wiring Devices
262816 Enclosed Switches and Circuit Breakers
262913 Enclosed Controllers
263213 Engine Generators
263600 Transfer Switches
264313 Suppression Protection
265119 LED Interior Lighting

DIVISION 27 – COMMUNICATIONS

- 270500 Common Work Results for Communications
- 271100 Communications Equipment Room Fittings
- 271500 Communications Cabling
- 276410 Radio Frequency (RF) BDA-Based Signal Booster Systems (In-Building Radio System Coverage)

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- 280500 Common Work Results for Electronic Safety and Security
- 283111 Digital, Addressable Fire-Alarm System
- 285000 Security Control System
- 285010 PLC, Network, and UPS Systems
- 285020 Video Graphical User Interface
- 285030 Cabinets and Enclosures
- 285100 Audio Communication Systems
- 285200 Video Surveillance
- 285260 Video Management System
- 285300 Access Control System
- 285400 Duress – Misc. Systems
- 285500 Auxiliary Control Systems
- 285900 Security Management Server

DIVISION 31 – EARTHWORK

- 311100 Clearing and Grubbing
- 311300 Selective Tree and Shrub Removal and Clearing
- 311400 Finish Grading and Grassing
- 312000 Earthmoving
- 312316 Excavation
- 312316.13 Trenching
- 312323.13 Backfilling
- 312500 Soil Erosion Control
- 316300 Rammed Aggregate Pier Soil Reinforcement (*AD-01)

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 321123 Graded Aggregate Base Course (SABC)
- 321216 Hot Laid Asphaltic Concrete Paving and Base
- 321313 Site Concrete
- 321613 Concrete Curb and Gutter
- 321623 Concrete Sidewalk
- 321723.13 Painted Pavement Markings
- 321723.33 Thermoplastic Pavement Markings
- 321726 Surface Applied Detectable Tactile Warning Surface Tile
- 323113.53 High-Security Chain-Link Fences and Gates
- 328400 Landscape Irrigation
- 329300 Tree, Shrub and Sod Planting

DIVISION 33 – UTILITIES

- 330500 Site Utility Systems
- 331100 Water Distribution System
- 331400 Quality Control
- 333000 Sanitary Sewer Gravity Systems
- 333200 Sewerage Pumping Station
- 333400 Sewer Force Main Systems
- 333913 Sewer Manholes
- 334100 Storm Drainage System
- 334200 Perforated Pipe Subdrains

DIVISION 34 – TRANSPORTATION – NOT USED

END OF TECHNICAL SPECIFICATIONS

APPENDICES

Appendix A Geotechnical Report by S&ME, Inc.; dated January 31, 2024

Appendix B Food Service Cut Sheets

End



M. B. Kahn
Construction

PRATT MEMORIAL LIBRARY RENOVATION

Jasper County, SC

LIST OF DRAWINGS

| | DATE |
|---|------------|
| GENERAL | |
| G0.01 COVER SHEET | 05/01/2024 |
| G0.02 LIFE SAFETY PLAN | 05/01/2024 |
| G0.02A LIFE SAFETY PLAN SPECIAL EVENT | 05/01/2024 |
| G0.03 ACCESSIBILITY STANDARDS | 05/01/2024 |
| CIVIL | |
| C1 EXISTING CONDITIONS & DEMOLITION PLAN | 04/10/2024 |
| C2 GRADING, DRAINAGE & EROSION CONTROL PLAN | 04/29/2024 |
| C3 SITE DETAILS | 11/01/2023 |
| C4 SITE DETAILS | 11/01/2023 |
| ARCHITECTURAL | |
| A1.01 ARCHITECTURAL SITE PLAN | 05/01/2024 |
| A2.01 MAIN LEVEL EXISTING & DEMO PLAN | 05/01/2024 |
| A2.02 UPPER LEVEL EXISTING & DEMO PLAN | 05/01/2024 |
| A2.03 MAIN LEVEL FLOOR PLAN | 05/01/2024 |
| A2.04 MAIN LEVEL DIMENSION PLAN | 05/01/2024 |
| A2.05 MAIN LEVEL REFLECTED CEILING PLANS | 05/01/2024 |
| A2.06 UPPER LEVEL PLAN & REFLECTED CEILING PLAN | 05/01/2024 |
| A2.07 ROOF PLAN | 05/01/2024 |
| A3.01 ELEVATIONS | 05/01/2024 |
| A3.02 ELEVATIONS | 05/01/2024 |
| A4.01 BUILDING SECTIONS | 05/01/2024 |
| A5.01 INTERIOR ELEVATIONS | 05/01/2024 |
| A5.02 INTERIOR ELEVATIONS | 05/01/2024 |
| A5.03 INTERIOR ELEVATIONS | 05/01/2024 |
| A5.04 INTERIOR ELEVATIONS | 05/01/2024 |
| A6.01 VERTICAL CIRCULATION | 05/01/2024 |
| A7.01 DETAILS | 05/01/2024 |
| A7.02 DETAILS | 05/01/2024 |
| A7.03 DETAILS | 05/01/2024 |
| A8.01 SCHEDULES / WDW DIAGRAMS | 05/01/2024 |
| STRUCTURAL | |
| S100 STRUCTURAL NOTES & SPECIFICATIONS | 04/16/2024 |
| S101 FOUNDATION PLAN | 04/16/2024 |
| S102 FIRST FLOOR FRAMING PLAN | 04/16/2024 |
| S102.1 FIRST FLOOR LOADING DIAGRAM | 04/16/2024 |
| S103 2ND FLOOR FRAMING PLAN | 04/16/2024 |
| S201 STRUCTURAL DETAILS | 04/16/2024 |

| | |
|---|------------|
| S301 STRUCTURAL SCHEDULES & DETAILS | 04/16/2024 |
| ELECTRICAL | |
| E0-01 ELECTRICAL TITLE SHEET | 04/12/2024 |
| E1-01 CRAWL SPACE ELECTRICAL PLAN | 04/12/2024 |
| E1-02 FIRST FLOOR LIGHTING PLAN | 04/12/2024 |
| E1-03 UPPER FLOOR LIGHTING PLAN | 04/12/2024 |
| E1-04 FIRST FLOOR POWER PLAN | 04/12/2024 |
| E1-05 UPPER FLOOR POWER PLAN | 04/12/2024 |
| E1-06 FIRST FLOOR SYSTEMS PLAN | 04/12/2024 |
| E1-07 UPPER FLOOR SYSTEMS PLAN | 04/12/2024 |
| E1-08 ELECTRICAL SCHEDULES & SINGLE LINE | 04/12/2024 |
| MECHANICAL | |
| M0-01 MECHANICAL TITLE SHEET | 04/12/2024 |
| M1-01 FIRST FLOOR MECHANICAL PLAN | 04/12/2024 |
| M1-02 ATTIC & ROOF MECHANICAL PLAN | 04/12/2024 |
| M5-01 MECHANICAL DETAILS | 04/12/2024 |
| M6-01 MECHANICAL SCHEDULES | 04/12/2024 |
| PLUMBING | |
| P0-01 PLUMBING TITLE SHEET | 04/12/2024 |
| PD1-01 FIRST FLOOR PLUMBING DEMOLITION PLAN | 04/12/2024 |
| P1-01 FIRST FLOOR PLUMBING PLAN | 04/12/2024 |
| P1-02 CRAWL SPACE PLUMBING PLAN | 04/12/2024 |

End



Jasper
County
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 003 Revised 09.19.2023

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name: **Pratt Memorial Library**

Project Budget: \$4,750,000.00

Jasper County

9/20/23

Date

Andrew P. Fulghum, County Administrator

Name, Title



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council Approval and Acceptance of Guaranteed Maximum Price (GMP) From M. B. Kahn Construction Co., Inc. For Temporary Library Upfit

| | |
|------------------------|---|
| Meeting Date: | October 7, 2024 |
| Subject: | Approval and acceptance of guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for Temporary Library Upfit. |
| Recommendation: | Approve and accept guaranteed maximum price (GMP) from M. B. Kahn Construction Co., Inc. for the Temporary Library Upfit in the amount of \$183,296 and authorize the County Administrator to negotiate and execute all necessary agreements for the project. |

Description: M. B. Kahn Construction Co., Inc., under the construction management at risk agreement with Jasper County, requested bids for the temporary library upfit of 112 Weatherbee Road. M. B. Kahn has reviewed the bids and incorporated them into the guaranteed maximum price (GMP) to determine the construction cost for the temporary library upfit of 112 Weatherbee Road. M. B. Kahn will have a full-time, on-site superintendent for this project. The proposed work authorization for the temporary library upfit is \$205,210 which includes preconstruction fees/costs and an owner contingency both of which the County is responsible and will pay directly to the providers. Also, as a reminder, this project is funded by American Rescue Plan funds and a bond issuance approved June 3, 2024, with Ordinance #O-2024-12.

Recommendation: Staff recommend that the Council approve and accept the guaranteed maximum price (GMP) submitted by M. B. Kahn for the temporary library upfit of 112 Weatherbee Road and authorize the County Administrator to execute the GMP and all other documents necessary for this project.

Attachments:

- A133 – 2019 Exhibit Guaranteed Maximum Price Amendment Exhibit A
- A133 – 2019 Exhibit Guaranteed Maximum Price Amendment Exhibit B
- A133 – 2019 Exhibit Guaranteed Maximum Price Amendment



TEMPORARY LIBRARY UP-FIT

Jasper County, SC

October 1, 2024

| GMP ESTIMATE SUMMARY | |
|--|--------------------------|
| RENOVATIONS | \$162,930 |
| Interior Painting | HVAC Unit Replacement |
| Selective Demolition | Transactio Window Infill |
| CONSTRUCTION MANAGER'S CONTINGENCY (5%) | \$8,146 |
| CONSTRUCTION MANAGER'S FEE (7.5%) | \$12,220 |
| TOTAL GMP: | \$183,296 |

| OTHER PROJECT COSTS | |
|-----------------------------|------------------|
| Design Fees | <i>n/a</i> |
| Preconstruction Fee/Costs | <i>\$12,749</i> |
| Owner Contingency | <i>\$9,165</i> |
| Proposed Work Authorization | <i>\$205,210</i> |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Temporary Library Up-Fit

GMP ESTIMATE

Estimate Totals

| Description | Amount | Totals | Rate |
|--|----------------|----------------|----------|
| Labor | 29,435 | | |
| Material | 3,815 | | |
| Subcontract | 71,140 | | |
| Equipment | 3,763 | | |
| Other | 22,778 | | |
| | 130,931 | 130,931 | |
| Sales Tax | 305 | | 8.000 % |
| Taxes & Ins On Labor | 16,778 | | 57.000 % |
| own of Ridgeland Business License Fees | 5,000 | | |
| own of Ridgeland Permit & Review Fees | 2,933 | | 1.600 % |
| Builder's Risk Insurance | 2,500 | | |
| | 27,516 | 158,447 | |
| GMP Subcontractor Bonds | 854 | | 1.200 % |
| GMP Corp. Gen. Liability Insur | 2,108 | | 1.150 % |
| GMP Perf & Payment Bond | 1,521 | | 0.830 % |
| | 4,483 | 162,930 | |
| GMP CM Fees | 12,220 | | 7.500 % |
| GMP CM Contingency | 8,146 | | 5.000 % |
| | 20,366 | 183,296 | |
| Total | | 183,296 | |



Jasper County Temporary Library Up-Fit
Jasper County, SC

CLARIFICATIONS & ASSUMPTIONS
GMP ESTIMATE

October 1, 2024

The following are notes associated with the estimate developed from the current documents. The items listed are assumptions and/or clarifications when 1) information is not shown on the documents, 2) if the document information is not clear, 3) if an item was discussed but not in the documents, or 4) if the item should be included in the project. The intent of this list is to attempt to create a shared understanding of the design and related costs.

GENERAL

- The GMP is based on renovations outlined in the attached annotated floor plan (Attachment C).
- Town of Ridgeland Planning Commission business license fees are included in the GMP.
- The schedule is based on timely availability and delivery of all required materials along with lead times for each scope of work provided by the subcontractor(s).
- Unless otherwise noted, the cost of all required governmental and regulatory permits and fees is excluded from the GMP and shall be paid for by the Owner, including but not limited to utility connection fees, impact fees, demolition permits, etc.
- Builder's Risk Insurance is included in the GMP and covers the amount of the renovation scope of work only. Coverage is not extended to the entire existing structure.
- It was assumed this project would not seek LEED or Green Globes certification, therefore documentation and submittals for this have not been included.
- Preconstruction costs/fee and third-party material inspections/testing are not included in the GMP.
- MBK assumes we can use temporary/existing utilities, including consumption charges, at no additional charge.

TECHNICAL

- GMP includes select demolition of millwork items listed in the scope document.
- GMP does NOT include any work or repair to the exterior of the structure.
- GMP includes removing 5 sinks and associated casework.
- GMP includes removing 2ea doors and storing them onsite for future use.
- GMP includes removing 1ea transom window and infilling the opening with drywall/metal studs.
- GMP includes painting the interior partition walls and door frames
- GMP includes replacing 4ea HVAC units by R.S. Andrews and leaving the existing mini-split and 3-ton Goodman unit, built in 2018, in place.
- GMP includes a \$5,000 allowance for floor patching if necessary. GMP does NOT include flooring replacement throughout the common space or other areas of the building.

END

DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «First» day of «October» in the year «Two Thousand Twenty Four», is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the «Sixth» day of «September» in the year «Two Thousand Twenty Four» (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

«Jasper County Temporary Library Upfit»
«112 Weathersby Street, Ridgeland, SC 29936 »

THE OWNER:

(Name, legal status, and address)

«Jasper County»
«358 3rd Avenue, Suite 306-A»
«Ridgeland, SC 29936»

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

«M. B. Kahn Construction Co., Inc.»
«101 Flintlake Road»
«Columbia, SC 29223»

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed «One Hundred Eighty Three Thousand Two Hundred Ninety Six Dollars» (\$ «183,296»),

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

«Attachment "A" dated 10/01/2024 »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| N/A | |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

«Date of commencement shall be the later of the Construction Manager's receipt of a written Notice to Proceed from the Owner's Representative and receipt of all required permits to begin work. »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than «Eighty Four» («84») calendar days from the date of commencement of the Work.

[] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| | | | |

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«N/A »

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

«Attachment "C" »

| Number | Title | Date |
|--------|-------|------|
| | | |

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
| | | |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

| Item | Price |
|------|-------|
|------|-------|

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

«Attachment “B” dated 10/01/2024 »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

«N/A »

ARTICLE A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

«N/A »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »

(Printed name and title)

 DATE

CONSTRUCTION MANAGER *(Signature)*

«Craig Floyd,» «Executive Vice President »

(Printed name and title)

 DATE



TEMPORARY LIBRARY UP-FIT

Jasper County, SC

October 1, 2024

GMP ESTIMATE SUMMARY

| | |
|--------------------|------------------|
| RENOVATIONS | \$162,930 |
|--------------------|------------------|

Interior Painting

HVAC Unit Replacement

Selective Demolition

Transactio Window Infill

| | |
|--|----------------|
| CONSTRUCTION MANAGER'S CONTINGENCY (5%) | \$8,146 |
|--|----------------|

| | |
|--|-----------------|
| CONSTRUCTION MANAGER'S FEE (7.5%) | \$12,220 |
|--|-----------------|

| | |
|-------------------|------------------|
| TOTAL GMP: | \$183,296 |
|-------------------|------------------|

OTHER PROJECT COSTS

Design Fees

n/a

Preconstruction Fee/Costs

\$12,749

Owner Contingency

\$9,165

| | |
|-----------------------------|-----------|
| Proposed Work Authorization | \$205,210 |
|-----------------------------|-----------|



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Temporary Library Up-Fit

GMP ESTIMATE

| | |
|----------------------|---|
| Project name | Jasper County Temporary Library Up-Fit |
| Estimator | Christopher W.G. Hance, PE |
| Job size | 3600 SF |
| Report format | Sorted by 'Group phase/Phase' 'Detail' summary |
| Alternates | BASE BID |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Temporary Library Up-Fit

GMP ESTIMATE

| Item | Description | Takeoff Qty | Unit Cost | Total | | |
|-----------------|----------------------------------|-------------|---------------|--------|---------------|---------------|
| | | | | Amount | | |
| 0000.000 | GENERAL CONDITIONS* | | | | | |
| 0001.000 | General Conditions* | | | | | |
| 1 | General Conditions - 12 mo. | 1.50 mo | 34,614.00 /mo | | 51,921 | |
| | General Conditions* | | | | 51,921 | |
| | GENERAL CONDITIONS* | | | | | 51,921 |
| 1000.000 | GENERAL REQUIREMENTS* | | | | | |
| 1000.100 | Division 1 Subcontractors | | | | | |
| 10 | General Requirements - 12 mo. | 1.50 mo | 5,246.667 /mo | | 7,870 | |
| | Division 1 Subcontractors | | | | 7,870 | |
| 1700.000 | Clean-Up* | | | | | |
| 20 | Final Clean-Up | 3,600.00 sf | 1.00 /sf | | 3,600 | |
| | Clean-Up* | | | | 3,600 | |
| | GENERAL REQUIREMENTS* | | | | | 11,470 |
| 2000.000 | EXISTING CONDITIONS* | | | | | |
| 2431.010 | Demo: General | | | | | |
| 20 | Remove Scale | 1.00 ea | 2,000.00 /ea | | 2,000 | |
| | Demo: General | | | | 2,000 | |
| | 0.750 Labor hours | | | | | |
| 2436.050 | Demo: Millwork | | | | | |
| 10 | Remove Millwork | 1.00 ls | 2,500.00 /ls | | 2,500 | |
| | Demo: Millwork | | | | 2,500 | |
| | 75.000 Labor hours | | | | | |
| | 0.02 Equipment hours | | | | | |
| 2438.010 | Demo: Doors & Windows | | | | | |
| 10 | Remove Door and Store | 1.00 ea | 1,000.00 /ea | | 1,000 | |
| 40 | Remove Transaction Window | 1.00 ea | 3,000.00 /ea | | 3,000 | |
| | Demo: Doors & Windows | | | | 4,000 | |
| | 2.00 Labor hours | | | | | |
| | 1.00 Equipment hours | | | | | |
| 2439.150 | Demo: Mechanical/Elect | | | | | |
| 10 | Remove Sink and Cap Plumbing | 1.00 ea | 4,000.00 /ea | | 4,000 | |
| | Demo: Mechanical/Elect | | | | 4,000 | |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Temporary Library Up-Fit

GMP ESTIMATE

| Item | Description | Takeoff Qty | Total | |
|-----------------------------|--|-------------|---------------|---------------|
| | | | Unit Cost | Amount |
| EXISTING CONDITIONS* | | | | 12,500 |
| | 77.750 Labor hours | | | |
| | 1.02 Equipment hours | | | |
| 9000.000 | FINISHES* | | | |
| 9000.010 | Finishes Subcontractors | | | |
| 20 | Infill Transaction Window | 1.00 Is | 1,200.00 /Is | 1,200 |
| 20 | Access Panel over Plumbing | 1.00 Is | 3,850.00 /Is | 3,850 |
| | Finishes Subcontractors | | | 5,050 |
| 9650.010 | Flooring Resilient | | | |
| 10 | Floor Patch Allowance | 1.00 Is | 5,000.00 /Is | 5,000 |
| | Flooring Resilient | | | 5,000 |
| | 0.030 Labor hours | | | |
| 9910.020 | Painting: Int Detailed | | | |
| 5 | Paint Interior Complete | 1.00 Is | 8,340.00 /Is | 8,340 |
| | Painting: Int Detailed | | | 8,340 |
| | 0.10 Labor hours | | | |
| | FINISHES* | | | 18,390 |
| | 0.130 Labor hours | | | |
| 23000.000 | HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | |
| 23710.000 | HVAC Systems | | | |
| 10 | HVAC Replacement | 1.00 Is | 36,650.00 /Is | 36,650 |
| | HVAC Systems | | | 36,650 |
| | HEATING, VENTILATION AND AIR CONDITIONING (HVAC)* | | | 36,650 |



M. B. Kahn
Construction

M.B. KAHN CONSTRUCTION CO., INC.

Jasper County Temporary Library Up-Fit

GMP ESTIMATE

Estimate Totals

| Description | Amount | Totals | Rate |
|--|----------------|----------------|----------|
| Labor | 29,435 | | |
| Material | 3,815 | | |
| Subcontract | 71,140 | | |
| Equipment | 3,763 | | |
| Other | 22,778 | | |
| | 130,931 | 130,931 | |
| Sales Tax | 305 | | 8.000 % |
| Taxes & Ins On Labor | 16,778 | | 57.000 % |
| own of Ridgeland Business License Fees | 5,000 | | |
| own of Ridgeland Permit & Review Fees | 2,933 | | 1.600 % |
| Builder's Risk Insurance | 2,500 | | |
| | 27,516 | 158,447 | |
| GMP Subcontractor Bonds | 854 | | 1.200 % |
| GMP Corp. Gen. Liability Insur | 2,108 | | 1.150 % |
| GMP Perf & Payment Bond | 1,521 | | 0.830 % |
| | 4,483 | 162,930 | |
| GMP CM Fees | 12,220 | | 7.500 % |
| GMP CM Contingency | 8,146 | | 5.000 % |
| | 20,366 | 183,296 | |
| Total | | 183,296 | |



Jasper County Temporary Library Up-Fit Jasper County, SC

CLARIFICATIONS & ASSUMPTIONS GMP ESTIMATE

October 1, 2024

The following are notes associated with the estimate developed from the current documents. The items listed are assumptions and/or clarifications when 1) information is not shown on the documents, 2) if the document information is not clear, 3) if an item was discussed but not in the documents, or 4) if the item should be included in the project. The intent of this list is to attempt to create a shared understanding of the design and related costs.

GENERAL

- The GMP is based on renovations outlined in the attached annotated floor plan (Attachment C).
- Town of Ridgeland Planning Commission business license fees are included in the GMP.
- The schedule is based on timely availability and delivery of all required materials along with lead times for each scope of work provided by the subcontractor(s).
- Unless otherwise noted, the cost of all required governmental and regulatory permits and fees is excluded from the GMP and shall be paid for by the Owner, including but not limited to utility connection fees, impact fees, demolition permits, etc.
- Builder's Risk Insurance is included in the GMP and covers the amount of the renovation scope of work only. Coverage is not extended to the entire existing structure.
- It was assumed this project would not seek LEED or Green Globes certification, therefore documentation and submittals for this have not been included.
- Preconstruction costs/fee and third-party material inspections/testing are not included in the GMP.
- MBK assumes we can use temporary/existing utilities, including consumption charges, at no additional charge.

TECHNICAL

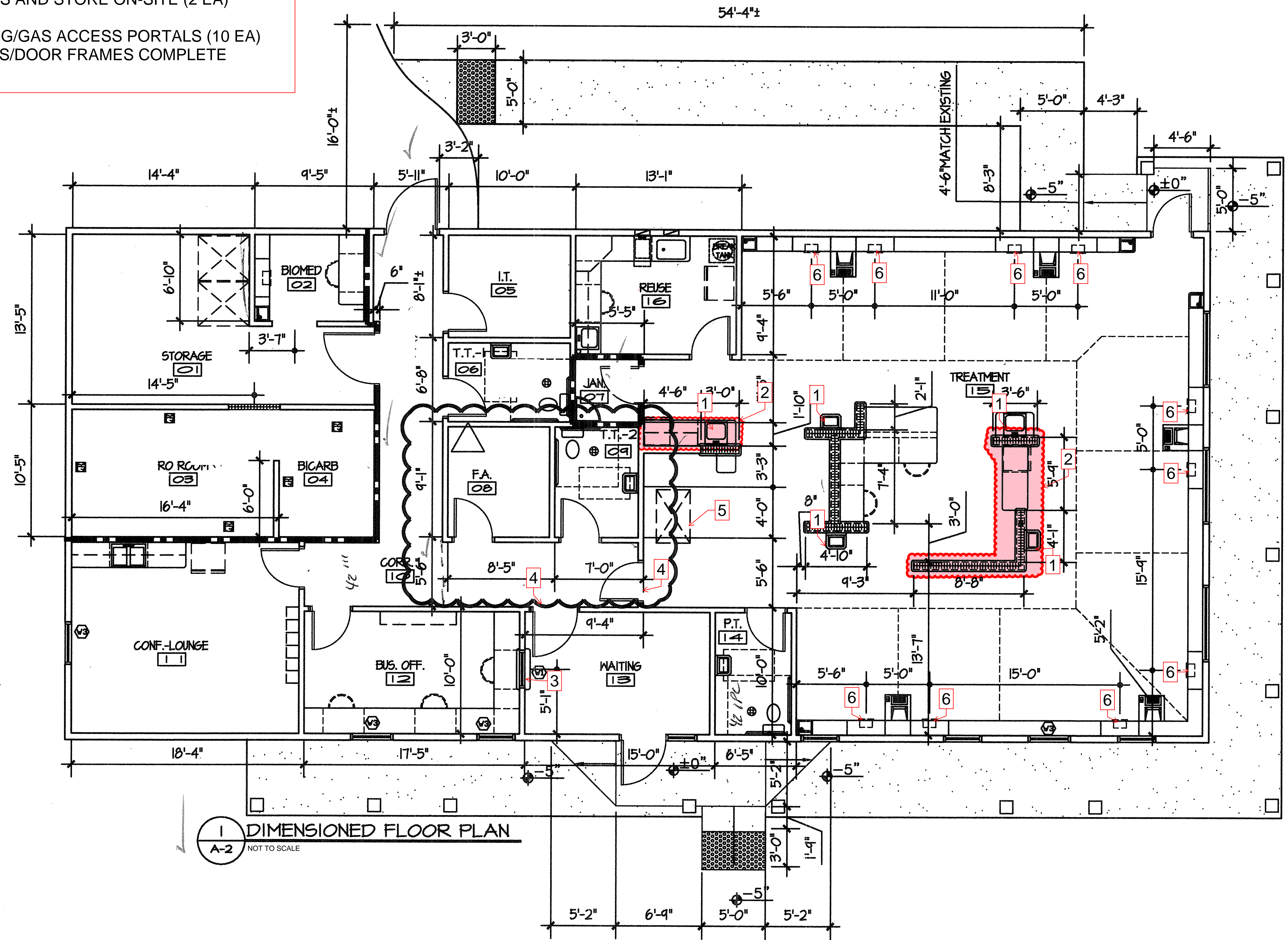
- GMP includes select demolition of millwork items listed in the scope document.
- GMP does NOT include any work or repair to the exterior of the structure.
- GMP includes removing 5 sinks and associated casework.
- GMP includes removing 2ea doors and storing them onsite for future use.
- GMP includes removing 1ea transaction window and infilling the opening with drywall/metal studs.
- GMP includes painting the interior partition walls and door frames
- GMP includes replacing 4ea HVAC units by R.S. Andrews and leaving the existing mini-split and 3-ton Goodman unit, built in 2018, in place.
- GMP includes a \$5,000 allowance for floor patching if necessary. GMP does NOT include flooring replacement throughout the common space or other areas of the building.

END

FLOOR PLAN KEY NOTES:

- 1: REMOVE SINK/CASEWORK AND DISPOSE. CAP/CONCEAL PLUMBING.
- 2: DEMOLISH MILLWORK COMPLETE. CAP PLUMBING BELOW SLAB AND CONCEAL.
- 3: REMOVE TRANSACTION WINDOW. INFILL WITH METAL/STUDS AND DRYWALL BOTH SIDES.
- 4: REMOVE DOOR/HINGES AND STORE ON-SITE (2 EA)
- 5: REMOVE SCALE
- 6: PANEL OVER PLUMBING/GAS ACCESS PORTALS (10 EA)
- 7: PAINT INTERIOR WALLS/DOOR FRAMES COMPLETE

TEMPORARY LIBRARY SPACE RENOVATION FLOOR PLAN
 112 WEATHERSBY ST., RIDGELAND, SC 29936





OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Memo

To: Andrew P. Fulghum

From: Tisha L. Williams, Executive Assistant / ADA & Civil Rights Coordinator/ Data Analyst

cc: County Council

Date: 08/27/2024

Re: Envisio Solutions Inc – Software Contract Renewal

Greetings,

Attached you will find the Envisio Solutions Inc 1-Year Contractual Invoice.

This request seeks approval to renew the existing plan for the analytics and public dashboard designed for departmental use. The dashboard has proven essential in providing real-time insights and enhancing data-driven decision-making across various teams. Renewing this plan will ensure that departments remain equipped with the tools necessary for effective analysis and reporting, ultimately fostering a culture of transparency and informed decision-making.

The Envisio Plan, Analytics and Public Dashboard is a comprehensive digital platform designed to empower departments with actionable insights and data-driven decision-making capabilities. This user-friendly dashboard provides real-time access to key performance indicators (KPIs), project timelines, and resource allocation metrics, facilitating strategic planning and effective management.

Key Features Are:

1. **Data Visualization:** Dynamic charts and graphs that present complex data in an easily digestible format, allowing users to quickly identify trends and patterns.
2. **Customizable Views:** Users can tailor their dashboard experience by selecting the metrics most relevant to their specific departmental needs, ensuring focused analysis.
3. **Integration Capabilities:** Seamless integration with various data sources and systems, ensuring comprehensive and up-to-date information is always at hand.
4. **Public Accessibility:** A portion of the dashboard is designed for public access, promoting transparency and accountability by allowing a view of relevant data and progress updates.
5. **Collaborative Tools:** Features that enable departments to share insights and collaborate on strategies, fostering a unified approach to achieving organizational goals.

This dashboard also serves as a vital resource for enhancing operational efficiency, promoting informed decision-making, and driving overall organizational success.

Thank You.



Envisio Solutions Inc
15300 Croydon Dr Unit 300
Surrey BC V3Z 0Z5
+1 8883714800
GST/HST Registration No.: 845234137

BILL TO

Jasper County
358 3rd Avenue
PO Box 1149
Ridgeland, South Carolina
29936 United States

INVOICE 131777

DATE 10/05/2024 TERMS Net 30

DUE DATE 11/04/2024

CONTRACT START DATE

5-Oct-2024

CONTRACT END DATE

4-Oct-2025

| DESCRIPTION | QTY | PRICE | AMOUNT |
|---|-----|-----------|-----------|
| 1 YR subscription for unlimited users to Envisio Plans, Analytics and Public Dashboard with Unlimited active plans. Includes software licensing, online support, and SSO. | 1 | 28,875.00 | 28,875.00 |

Quote #1701141

Thank you! We appreciate your business.

SUBTOTAL 28,875.00

TOTAL 28,875.00

TOTAL DUE USD 28,875.00

Payment can be made via ACH Transfer to:
Account Name: Envisio Solutions Inc.
Bank: Silicon Valley Bank
Bank Address: 3003 Tasman Dr.
Santa Clara, CA 95054
ABA/ACH Routing #: 121140399
Account #: 3303262267



ENVISIO SOLUTIONS INC.

MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. (“**ENVISIO**”) AND ANY CUSTOMER (THE “**CUSTOMER**”) WHO UTILIZES ENVISIO’S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE “**SERVICE**”), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on January 19, 2022. It is effective between the Customer and Envisio as of the date of the Customer’s acceptance of this Agreement.

1 PURCHASED SERVICES

1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer (“**Purchased Services**”) on Envisio’s invoice or quotation form (each an “**Quote**”) during a Subscription Term (as defined below).

The Service is hosted on Envisio’s service provider platform, “Heroku” (owned by Salesforce.com). Heroku’s physical infrastructure is hosted and managed within Amazon’s secure data centers and utilizes the Amazon Web Service (“**AWS**”) technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS’s servers either in the USA or Canada (available on request). The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date ‘browser’ software to access the Service, none of which are Envisio’s responsibility.

1.2 Subscription License

Unless otherwise stated in the applicable Quote, the Purchased Services are purchased as a subscription license (the “**Subscription**”) and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

2 ENVISIO’S RESPONSIBILITIES

2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability



caused by circumstances beyond Envisio’s reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, “**Force Majeure**”), or the activities of third parties not under Envisio’s control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the “**Customer Data**”) and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and they are solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer’s request.

As part of Envisio’s standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

2.3 Software Uptime Agreement

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio’s reasonable control; and
- (c) downtime related to the Customer’s or third party hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was negatively impacted from a resulting disruption to the Purchase Services as determined in Envisio’s sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month’s fee for the use of the Service (the “**Credit**”).

2.4 Service Level Agreement

There are several ways to get support for using Envisio, including online knowledge base, technical support, consulting support, and community support options.

The Customer Success Team technical and consulting support is available during our regular business hours on weekdays that are not legal Canadian holidays. Regular business hours are listed below for the time zone in which your organization is located:

- >> 9:00 am EST until 8:00 pm EST
- >> 8:00 am CST until 7:00 pm CST
- >> 7:00 am MST until 6:00 pm MST
- >> 6:00 am PST until 5:00 pm PST

The following targets will be used for response to support requests:

| Severity | Initial Response | Resolution | Updates |
|----------|------------------|-------------------|--------------------|
| Critical | 1 hour | Work continuously | Every business day |



| | | | |
|---------------|------------------------|---------------------|--------------------------|
| High | 2 hours | As soon as possible | Every other business day |
| Medium | 4 hours | As soon as possible | Every other business day |
| Low | Following business day | Reasonable effort | Weekly |

Severity indicators are defined as follows:

- >> *Critical* - Envisio is down and no workaround is available.
- >> *High* - Use of Envisio is impaired but instances are up and running. No workaround is available.
- >> *Medium* - A function of Envisio has failed, but Envisio is still useable. Support is aware of the issue.
- >> *Low* - Envisio functionality is not impaired. This priority also includes feature, information, documentation, how-to, and enhancement requests.

Updates will continue until the issue is resolved or there is a workaround in place. We aim to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, we will provide updates on our progress according to the schedule listed above.

Canadian holidays observed in British Columbia include: New Year's Day (January 1), Family Day (third Monday in February), Good Friday (Friday before Easter), Easter Monday, Victoria Day (Monday before May 25), Canada Day (July 1), British Columbia Day (first Monday in August), Labour Day (first Monday in September), Thanksgiving (second Monday in October), Remembrance Day (November 11), and Christmas Day (December 25). Envisio offices close for the entire week for the Christmas holiday.

2.5 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email info@envisio.com within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

2.6 Provision of Professional Services

Implementation services are offered during Envisio's core business hours which are Monday through Friday, 8:30am to 5:00pm Pacific Time.

3 CUSTOMER'S USE OF THE SERVICE

3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of user accounts ("**Accounts**") purchased under the Subscription as stated in the Quote. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "**User**" and collectively, the "**Users**") may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business day period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.



3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an “Administrator”). The Customer agrees to provide Envisio with the Administrator’s contact information including e-mail address. By providing the Administrator’s e-mail address, the Customer agrees to receive all required notices electronically to the Administrator’s e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer’s sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

3.3 Users: Passwords, Access and Notifications

It is the Customer’s responsibility to change and maintain its Users’ records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User’s login. The Customer agrees not to disclose its Users’ login information to any third party and will prevent its employees and personnel from sharing User’s login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users’ login information.

3.4 Restrictions

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users’ compliance with this Agreement.

The Customer shall not:

- (a) permit concurrent use of a single User account, or time-sharing of the Service;
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible manner that interferes with the proper working and normal operation of the Service, or detrimentally interferes with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party (other than Users in accordance with Section 3.1).

This Section shall survive any termination or expiration of this Agreement.

4 INTELLECTUAL PROPERTY

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio’s proprietary information and technology used by Provider or provided to Customer in connection with the Service (the “Envisio Technology”), and that the Envisio Technology is



protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.

The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

This Section shall survive any termination or expiration of this Agreement.

5 PURCHASED SERVICES AND PAYMENT

5.1 Term of Agreement

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder has expired or terminated.

5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Quote. Unless otherwise set out in the applicable Quote, each Subscription shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the Subscription Term. The per-unit pricing during renewal will be the same as that during the immediately prior term unless Envisio has provided the Customer written notice of a pricing increase, not to exceed 10% per annum, at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Order Form (the "Fees"). Fees are based on Purchased Services comprising of subscription fees and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term. This Section shall survive any termination or expiration of this Agreement.

5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Quote, invoiced charges are **due on receipt**. The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a 2% per month interest charge. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**"). This Section shall survive any termination or expiration of this Agreement.



5.5 Applicable Taxes

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay. This Section shall survive any termination or expiration of this Agreement.

5.6 30-Day Money Back Guarantee

Within 30 days after the Customer has signed this Agreement, upon the Customer's written cancellation request, Envisio will refund all subscription fees paid by the Customer. Customer will still be liable for implementation fee and any professional fees in respect of professional services ordered. After 30 days, all Purchased Services are non-refundable and non-cancellable.

6 TERMINATION AND SUSPENSION

6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:

- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Quotes issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 10.8 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

6.3 Handling of Customer Data Upon Termination



Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service on the date the Subscription Term expires. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3. It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.

7 PRICE AND SERVICE CHANGES

7.1 Software Subscription Fees

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the subscription fees by no more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to info@envisio.com at least 30 days before to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

7.2 Implementation Professional Services Fees

Initial Implementation Services, as defined in the Envisio implementation Guide, are quoted at a fixed cost and, unless otherwise stated in the Envisio order form, are scheduled and offered for a period of 12 months from the commencement of the Subscription Term. Envisio will make all reasonable effort to deliver on the full agreed-upon implementation scope during the initial 12-month period. Additional Implementation Services required as a result of add-on feature purchases or as a result of implementation delays outside Envisio's control during the initial 12-month will be charged at an hourly rate of \$175 per person per hour.

8 WARRANTIES

8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "**Help Documentation**"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

8.2 Disclaimer of Warranty

THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING,



PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 8.2, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 Limitation of Liability

- (a) IN NO EVENT SHALL ENVISIO BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.
- (b) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.
- (c) THE PROVISIONS OF SECTION 9.1(A) AND 9.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:
 - I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR
 - II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 9.1, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.



10 GENERAL

10.1 Interpretation of this Agreement

The term “including,” wherever used in any provision of this Agreement, means “including but without limiting the generality of any description preceding or succeeding such term.” Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

10.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the “Parties”) under this Agreement shall bind and inure to the benefit of the Parties’ respective successors, executors, and administrators, as the case may be.

10.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor’s business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

10.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.5 Arbitration

Subject to Section 10.8, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be referred to and finally resolved by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Claims shall be heard by a single arbitrator. The place of arbitration shall be Seattle, Washington. The arbitration shall be governed by the laws of the State of Washington. The language of the arbitration shall be English.

10.6 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

10.7 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.



The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

10.8 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

10.9 Notices

Notice to Customer

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account.

Notice to Company

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.
300-15300 Croydon Drive
Surrey, BC V3Z 0Z5

Tel: 888-371-4800
email: info@envisio.com

10.10 Complete Agreement


This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersede any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

This Section 10 shall survive and termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.



For Envisio Solutions Inc.



Print Name: Cara Ong
Title: Chief Product Officer
Date: 14-Oct-2022

For (Customer)



Print Name: Andrew P. Fulghum
Title: County Administrator
Date: October 6, 2022



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

26, September 2024

To: Honorable Jasper County Council

Re: Medical Control Physician Contract: Annual Renewal

Greetings Honorable County Council,

Jasper County Emergency Services humbly requests the administrator be empowered to sign the annual agreement/renewal agreement for our Medical Control Physician. This is a budgeted item. The contract is a statutory mandate for Jasper County Emergency Services to provide Emergency Medical Services. Again, this is an annually budgeted item.

Sincerely,

Chief Russell W. Wells

STATE OF SOUTH CAROLINA)
) **AGREEMENT FOR MEDICAL DIRECTOR**
COUNTY OF JASPER) **SERVICES**

THIS AGREEMENT effective and entered into this 12th day of October 2024 by and between the COUNTY OF JASPER (hereinafter County) on behalf of the Jasper County Emergency Services Department (hereinafter JCESD) and DR. SECREST SUTHERLAND, MD (hereinafter Contractor).

WITNESSETH:

WHEREAS, County is required by the South Carolina Department of Health and Environmental Control to have medical control physicians to oversee the Emergency Medical Services Department, and

WHEREAS, County desires to retain a physician as an independent contractor, to serve as Medical Control Physician for Jasper County Emergency Services (hereinafter JCESD), and

WHEREAS, Contractor desires to be retained as the Medical Control Physician, and

WHEREAS, County staff and Contractor negotiated and agreed upon the following terms and conditions;

NOW, THEREFORE, in consideration of the above premises and mutual promises contained herein, the Parties hereby agree as follows:

SECTION ONE: Term

The term of this Agreement will run for a 1-year term, commencing on October 12, 2024 and ending on October 1, 2025.

The Parties may mutually agree to renew and extend this Agreement for additional terms of the same or lesser number of years. Prior to any such renewal the Parties may renegotiate the compensation described below. The County will give notice of its intent to seek renewal no less than sixty days before the end of the term to allow time to negotiate any changes in the terms and conditions, including the compensation.

SECTION TWO: Compensation

County shall pay Contractor for all services at a flat rate of Three-Thousand two hundred fifty Dollars (\$3,250.00) per month for each calendar month commencing October 12, 2024 and continuing through October 31, 2025. Payment will be made monthly after the

first month. A separate lump sum payment of \$6,000.00 will be paid by November 1st of each year. Additionally, Contractor may be reimbursed up to Five Hundred Dollars (\$500.00) annually for costs, mileage and per diem to attend required medical training.

SECTION THREE: Scope of Services and Independent Contractors Duties

- A. Contractor shall act as Medical Control Physician for JCESD. The physician is subject to approval by the Jasper County Emergency Services Director and the Jasper County Administrator and shall provide medical expertise in emergency medical services. Said services to include the following:
 - 1. Assist in the development and monitoring for JCESD personnel at the Paramedic, Advanced, Intermediate, Basic Emergency Medical Technician and Emergency Medical Responder levels.
 - 2. Act as an advisor to JCESD staff with regards to all JCESD training programs.
 - 3. Assist in the development of medical control in the pre-hospital phase of patient care.
 - 4. Assist in the development and implementation of plans and treatment protocols for the pre-hospital phase of patient care.
 - 5. Assist in the development and implementation of the medical aspects of a countywide disaster program.
 - 6. Assist in the development and implementation of a Continuous Quality Improvement program; continually evaluate the quality of care offered by JCESD and make recommendations to the JCESD Director for administrative action.
 - 7. Address such issues that concern the roles of Medical Control Physician.
 - 8. Assist in the development, implementation, operation, and review of an Emergency Medical Dispatch program.

SECTION FOUR: Contractors Warranties and Representations

Contractor warrants and represents that she is a physician, licensed to practice medicine in the State of South Carolina; that she is Board Certified in Emergency Medicine, Family Medicine, or Internal Medicine; and that all work performed as a result of this Agreement will be performed in a professional manner and in compliance with all Federal, State, and local laws and regulations governing the practice of medicine.

SECTION FIVE: Contractor

Contractor is an independent contractor and serving as Medical Control Physician shall not be deemed to be an employee of the County of Jasper for any purpose whatsoever. Contactor serving as Medical Control Physician shall not hold herself out as an employee of

the County of Jasper and shall have no power or authority to bind or obligate the County of Jasper in any manner. Contractor serving as Medical Control Physician shall obtain and maintain all licenses and permits required by law for her to perform this contract. Contractor shall be liable for and pay all taxes required by local, State or Federal governments, including but not limited to Social Security, workmen's compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. The County of Jasper shall pay no employee benefits or insurance premiums of any kind to or for the benefit of Contractor.

Contractor shall provide County with its tax identification number in order that County may issue a Form 1099 for each tax year covered by this Agreement.

SECTION SIX: Indemnification and Hold Harmless

Except for expenses or liabilities arising from the acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

Contractor expressly agrees to the extent that its negligence in whole or in part, by his acts or omissions or the negligence in whole or in part by any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorney's fees incurred by the county and its employees.

This promise to indemnify shall include bodily injuries or death occurring to Contractor s employees and any person, directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the County s employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

SECTION SEVEN: Ownership of Records

All accounts, records, and information relating to services provided by Contractor (including, but not limited to, medical records and administrative records) are owned by County and shall be returned to County upon the termination or cancellation of this Agreement.

However, Contractor may retain copies of any medical records for business purposes or for use in any related legal matters.

SECTION EIGHT: Termination of Agreement

This Agreement may be terminated by either party, provided however, the party desiring said termination gives the other party thirty (30) days written notice prior to the effective date of said termination.

SECTION NINE: Controlling Law

The laws of South Carolina shall govern this agreement. All litigation arising under said contract shall be litigated only in a non-jury hearing in the Circuit Court within the Fourteenth Judicial Circuit sitting in Jasper, South Carolina. The prevailing party shall be entitled to attorney s fees and the cost of said litigation.

SECTION TEN: Insurance Requirements

Contractor shall purchase the insurance coverage as noted in paragraph A below, keep it in full force and effect throughout the term of this contract, and provide evidence to the Director of Jasper County Emergency Services Department.

- A. Professional Liability and General Liability Insurance: Coverage specific for EMS Medical Directors, not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate per annum under a policy the same or substantially the same as Nautilus Insurance Company Sample Policy EMD 7000-0915-N

The County shall not be responsible for any costs related to the aforesaid insurances.

SECTION ELEVEN: Entire Agreement

This Agreement constitutes the entire understanding and contract between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the parties and their predecessors in interest regarding the subject matter of this Agreement. Said Agreement may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such changed, alteration, amendment, or modification must be in writing and executed by the parties hereto.

Dr. Secrest Sutherland, MD

Date

Andrew Fulghum, Jasper County Administrator

Date



JASPER COUNTY COUNCIL HYBRID SPECIAL CALLED MEETING

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936

Friday, June 14, 2024
Minutes

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell Absent: Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, and Videographer Jonathan Dunham.

Chairman Sauls called the 9AM Council Meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

Approval of Agenda

Motion to approve the agenda: Councilman
Second: Councilman
Vote: Unanimous
The motion passed.

Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

1. Executive Session SECTION 30-4-70.

(b) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Treasurer - SC App Case No. 2024-000941](#)

Motion to return to go into Executive Session: Vice Chairwoman Clark
Second: Councilman Kemp
Vote: Unanimous
The motion passed.

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS.

PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

2: Return to Open Session at 6:30PM

Motion to return to regular session: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

- **2.1 Action coming out of Executive Session**

Motion to move to direct the County Attorney to contact appropriate authorities, officials and agencies, provide information and documentation regarding certain disbursements and actions in the Treasurer's Office for a determination whether laws or regulations were violated all as discussed in executive session: Councilman Kemp

Second: Vice Chairwoman Clark

Vote:

Chairman Sauls – Yes

Vice Chairwoman Clark – Yes

Councilman Kemp – Yes

Councilman Rowell – Yes

The vote was unanimous, and the motion passed.

Motion regarding the pending Appellate Case No. 2024-000941, I move to authorize the retention of outside legal counsel to represent the interests of other elected and appointed officials of Jasper County to include but not be limited to the Sheriff, Clerk of Court, Probate Judge and Magistrate as they have requested, with compensation to be substantially the same as being paid under the present retainer agreement between the Parker Poe Law Firm and the County, and to allow Parker Poe on behalf of Jasper County to enter into such joint defense or other similar arrangements as they deem advisable: Councilman Rowell

Second: Vice Chairwoman Clark

Vote:

Chairman Sauls – Yes

Vice Chairwoman Clark – Yes

Councilman Kemp – Yes

Councilman Rowell – Yes

The vote was unanimous, and the motion passed.

Motion to move to authorize the Administrator to finalize the retention of the Parker-Poe Law Firm to represent the interests of Jasper County, Mr. Fulghum and Ms. Burgess in their official capacities as Administrator and Director of Administrative services, in the pending Appellate Case No. 2024-00091, with compensation to be substantially the same as being paid under the present retainer agreement between Parker Poe and the County: Vice Chairwoman Clark

Vote:

Chairman Sauls – Yes

Vice Chairwoman Clark – Yes

Councilman Kemp – Yes

Councilman Rowell – Yes

The vote was unanimous, and the motion passed.

Adjourn:

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman



JASPER COUNTY COUNCIL and TOWN OF RIDGELAND
SPECIAL CALLED JOINT MEETING
with
JOINT EXECUTIVE SESSION

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Monday, June 17, 2024
Minutes

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell

Staff Present: Andrew Fulghum, County Administrator, County Attorney David Tedder, Wanda Giles, Clerk to Council, Chief Russell Wells, Lisa Wagner, Rose Dobson-Elliott and Videographer Jonathan Dunham. Also present: Mayor and Council from the Town of Ridgeland

Chairman Sauls called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

Mayor Malphrus called their meeting to order for the Town of Ridgeland.

The Pledge to the Flag was given and the Invocation was given by Vice Chairwoman Clark. The Council approved the agenda by consensus.

Approval of Agenda

Motion to approve the Agenda: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

1. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Chelsea South, Broad River-Euhaw Planning Area](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – Chelsea South, Broad River-Euhaw Planning Area

Motion to go into Executive Session: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

The Town of Ridgeland made a motion to go into Executive Session and the vote was seconded with the motion passing unanimously.

2: Return to Open Session

Motion to Return to Regular Session: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

2.1 Action coming out of Executive Session

There was no action coming out of the Executive Session as this was for information purposes only.

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmlqX05cKAsHm_ggXCJIA

Adjournment

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman



JASPER COUNTY COUNCIL
SPECIAL CALLED MEETING
Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Monday, June 24, 2024
Minutes

Officials Present:, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell
Absent: Chairman L. Martin Sauls IV

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Chief Russell Wells, and Videographer Jonathan Dunham.

Vice Chairwoman Clark called the Special Called Council Meeting to order at 6:30pm. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

Approval of Agenda

Motion to approve the agenda: Councilman Rowell

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

1. **Andrew Fulghum** - Consideration of the **Public Hearing** and **2nd reading** of Ordinance **#O-2024-16** to Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto *(1st reading 05.06.2024)*

Mr. Fulghum was present to address and review this request for the 2nd reading of Ordinance #O-2024-16 to levy and impose a One Percent Sales and Use Tax, subject to a Referendum, within Jasper County pursuant to Section 4-37-30 of the Code Of Laws of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a County-Wide Referendum on the imposition of the

Sales and Use Tax and the Issuance of General Obligation Bonds and to prescribe the contents of the Ballot Questions in the Referendum; to provide for the conduct of the Referendum by the Board Of Voter Registration and Elections Of Jasper County; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto.

After Mr. Fulghum's overview and the information provided, the Public Hearing was called to order. Grant McClure, Kate Schaefer, Bill Fishburne, and Pegeen Hanrahan spoke regarding the Sales and Use Tax. Mr. Grant McClure also submitted his written comments which are attached as "Attachment A".

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Adjourn:

Motion to adjourn: Councilman Rowell

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman



6/24/2024

Dear Chairman Sauls and Jasper County Council Members,

On behalf of the Coastal Conservation League, thank you for the opportunity to provide comments on the proposed one percent transportation sales tax with conservation funding. The Conservation League commends the Jasper County Council for drafting this referendum, which we believe will provide time-sensitive funding to not only improve infrastructure, but also to protect the environment. We believe dedicating 20% of this funding for conservation projects is absolutely necessary to prevent suburban sprawl and protect greenspace.

As development pressure reaches all-time highs, it is critical for Jasper County to invest in conservation projects. Moreover, the timing of this funding is critical because the County's moratorium on large subdivisions in the Euhaw Broad River area is set to expire in July. Despite the moratorium, within the past year, we have seen developers pursue plans to construct thousands of new residences in the Euhaw Broad River area.

While growth supports the economy, when it is rapid and unchecked, it can gravely impact the quality of life in our communities and harm natural resources and wildlife. A local conservation fund in Jasper County will help to strike a balance, safeguarding sensitive lands and existing rural communities like the Euhaw Broad River Corridor from incompatible development.


Ample money at the local level will also help Jasper County taxpayers get more bang for their buck. Jasper County will be able to tap into Beaufort County's Greenspace funding more easily, promoting regional planning efforts and safeguarding water quality at a watershed scale. Local matching dollars will also open the door to receive additional state and federal funding from the State Conservation Bank, the Department of Defense, and more.

Additionally, having conservation dollars at the ready will go a long way toward realizing the County's Parks and Recreation Masterplan and providing more public access to the County's waterways. We strongly encourage Jasper Council to pursue a referendum that dedicates 20% of the funds toward conservation. A ballot measure that provides less than 20% for conservation projects will not be sufficient to strike the necessary balance between rapid growth and preservation.

We also believe voters are more likely to support the referendum if 20% of the funding is dedicated toward protecting open space. Finally, we recommend defining the term "green belt" or simply "conservation" on the ballot for greater public awareness and transparency.

Investing in our landscapes today will ensure that the next generation has the opportunity to recreate, explore, and reflect in Jasper County's iconic tidal creeks, pine savannahs, and tupelo-cypress swamps. Thank you very much for your time and consideration. Please feel free to reach out with any questions.

Respectfully,


 Grant McClure
 South Coast Project Manager
 843-522-1800|grantm@scccl.org



JASPER COUNTY COUNCIL SPECIAL CALLED VIRTUAL MEETING

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936

Friday, June 28, 2024

Minutes

Officials Present: Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell
Absent: Chairman L. Martin Sauls IV.

Staff Present: County Attorney David Tedder, Kimberly Burgess, Tisha Willams, and Videographer Jonathan Dunham. Also present: Sheriff Donald Hipp and Chief Deputy Crosby

Vice Chairwoman Clark called the 9AM Council Meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell. The Council approved the agenda by consensus.

Kimberly Burgess – Consideration of Resolution #R-2024-19 RESOLUTION, pursuant to Section 2-404 (a) of the Jasper County Code of Ordinances, finding that the Sheriff Department has two purchases that exceed the County Administrator’s contracting/purchasing authority of \$25,000, and pursuant to Section 2-411, finding one of the purchases is a sole source procurement, and pursuant to Section 2-445, finding one of the purchases is through the use of a South Carolina state contract, and authorizing the County Administrator to execute the purchase agreements on behalf of Jasper County, and matters related thereto.

Ms. Burgess was present to address this consideration and request for approval of Resolution #R-2024-19 a resolution, pursuant to Section 2-404 (a) of the Jasper County Code of Ordinances, finding that the Sheriff Department has two purchases that exceed the County Administrator’s contracting/purchasing authority of \$25,000, and pursuant to Section 2-411, finding one of the purchases is a sole source procurement, and pursuant to Section 2-445, finding one of the purchases is through the use of a South Carolina state contract, and authorizing the County Administrator to execute the purchase agreements on behalf of Jasper County. Purchases and leases were discussed. Sheriff Hipp and Chief Deputy Crosby were also available for questions on this item.

Motion to approve: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Adjournment

Motion to adjourn: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed and the meeting adjourned.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman



JASPER COUNTY COUNCIL **SPECIAL CALLED WORKSHOP**

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936

Tuesday, July 2, 2024
Minutes

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell

Staff Present: County Administrator Andrew Fulghum, County Attorney David Tedder, Tisha Williams Kimberly Burgess, Danny Lucas, and Videographer Jonathan Dunham. Also present: Dr. Anderson and Mayor Harry Williams, and several others.

Chairman Sauls called the Workshop to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

Approval of Agenda

Motion to approve the agenda: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Workshop Topic:

A Workshop on Ordinance [#O-2024-16](#) to Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto (*1st reading 05.06.2024*)

Mr. Fulghum was available to discuss and review this item for the workshop levy and impose a one percent sales and use tax, subject to a referendum, within Jasper County pursuant to section 4-37-30 of The Code of Laws Of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which

such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of The Sales and Use Tax and the issuance of General Obligation Bonds and to prescribe the contents of the Ballot Questions In The Referendum; to provide for the conduct of the referendum by the Board Of Voter Registration and Elections Of Jasper County; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved;. project items were discussed as well as the ordinance itself. Mr. Fulghum noted that the continuation of the public hearing would be July 22nd , followed at a later date by the 3rd reading before the end of July.

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

Motion to adjourn: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman

Agenda

Item # 25