

AGENDA

ITEM # 19

Consent Agenda Item



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Simmons
Clerk to Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	November 6, 2023
Board Name:	Library Board of Trustees
Request:	Reappointment of 1 member
Member Name:	Julie Mikols
Submitted For:	Approval to reappoint 1 member
Term:	4-year term

Description: The Library Board of Trustees has a reappointment request for Ms. Julie Mikols. Ms. Mikols is currently serving a partial term (due to the resignation of Vasilisa Hamilton) and that unexpired term will end on 12.31.2023.

Seat:	Name:	New Appt Date:	New Term End Date:
07-LB	Julie Mikols	01.01.2024	12.31.2027

Staff Recommendation: Staff recommends approval of the reappointment of Julie Mikols to the Library Board of Trustees for a 4-year term.

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment () or Re-Appointment (X)
Please print or type

Committee(s): Jasper County Library Board of Trustees

Recommended By: _____

Name: JULIE ANN MIKOLS
FIRST MIDDLE LAST

Home address: 484 SUMMERTIME PL, HARDEEVILLE, SC 29927

Mailing address (if different) _____

Telephone: _____ 847-802-0046 _____
HOME BUSINESS CELL

Email Address: MIKOLSJULIE.P.GMAIL.COM

Employer: RETIRED

Employer Address: N/A

Occupation: FINANCIAL PLANNING & ANALYSIS Education: BA/ECONOMICS & FRENCH; MBA FINANCE & ACCTG
UNIVERSITY OF KANSAS / NORTHWESTERN U

Boards, Committee's, Civic Clubs, Etc. I CURRENTLY SERVE AS CHAIR OF THE JASPER COUNTY
(use back of sheet if necessary)

Experience: 28 YEARS WORK EXPERIENCE IN FINANCE FOR PUBLICLY TRADED COMPANIES
(use back of sheet if necessary)

Other Activities: FORMER VOLUNTEER FOR OPEN BOOKS, A NON-PROFIT LITERACY ORGANIZATION IN CHICAGO
(use back of sheet if necessary)

County Council District: _____

Are you a registered voter: YES In what precinct do you vote: MARGARETAVILLE

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? NO If so, please list on the back of this sheet.

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: Julie Mikols

Return via mail or email to:
Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

Boards (CONTINUED): LIBRARY BOARD OF TRUSTEES (FOR WHICH BOARD I AM REAPPLYING. I ALSO SERVE AS VICE CHAIR FOR THE AHT REGIONAL LIBRARY BOARD. I AM A MEMBER OF THE DEAN'S ADVISORY BOARD FOR THE COLLEGE OF LIBERAL ARTS AND SCIENCES AT THE UNIVERSITY OF KANSAS, AND A FORMER MEMBER AND CO-CHAIR OF THE BOARD OF WOMEN PHILANTHROPISTS FOR KU.

AGENDA

ITEM # 20

Consent Agenda Item



Jasper County Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	11.06.2023
Project:	Board of Zoning Appeals New Appointment and 2 Reappointments
Request:	To appoint a new Planning Commission Member and reappoint two (2) current members
New Appointment For:	Seat # 05-BZA
Reappointment For:	Seats # 02-BZA; 03-BZA
Recommendation:	Approval of a New Board of Zoning Appeals Member and Reappointment of 2 Current Members

Description:

We have a seat that is vacant on the Board of Zoning Appeals (Seat # 05-BZA). We currently have one candidate for this seat for the remaining unexpired term of Charles Halsey:

Candidate: Brian Polston

Request: Staff requests that since the term is close to the term expiration date, that Mr. Polston be appointed to the seat of 05-BZA for the remainder of this current term beginning on 11.06.2023 (current term ending on 12.31.2024) and then move into his own 4-year term which would end on 12.31.2028 .

We also have 2 current members that need to be reappointed to their seats for a 4-year term:

Jeff Richardson Seat # 02-BZA
Carmen Malphrus Seat # 03-BZA

Request: We ask that these current members be reappointed to their current seats with the noted term end dates shown below in order to keep the staggered terms on schedule:

Seat # 02-BZA – Jeff Richardson with a term end date of 12.31.2027
Seat # 03-BZA – Carmen Malphrus with a term end date of 12.31.2027

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment () or Re-Appointment ()

Please print or type

Committee(s): Zoning App.

Recommended By: _____

Name: Brian Andrew Polston
FIRST MIDDLE LAST

Home address: 192 Bass lake Dr Ridgeland SC 29936

Mailing address (if different) _____

Telephone: 843-532-1619
HOME BUSINESS CELL

Email Address: polstonlandprep11c@outlook.com

Employer: Polston Land Prep LLC

Employer Address: 142 Bass lake Dr Ridgeland SC 29936

Occupation: Owner Education: High school Grad

Boards, Committee's, Civic Clubs, Etc. No

(use back of sheet if necessary)

Experience: None

(use back of sheet if necessary)

Other Activities: None

(use back of sheet if necessary)

County Council District: Robertville

Are you a registered voter: yes In what precinct do you vote: Kingdom Tech

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? _____ **If so, please list on the back of this sheet.**

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: [Signature]

Return via mail or email to:

Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

AGENDA

ITEM # 21

Consent Agenda Item



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 Contract Building Systems, LLC Contract Change Order #1 Jasper County Engineering Services Steel Building

Meeting Date:	November 6, 2023
Subject:	Presentation of Contract Change Order No. 1—Architectural drawings, concrete and steel inspections, engineering review, project management, and reporting for addition of fire wall required by County building inspector. The change order is an increase of \$16,456.03.
Recommendation:	Ratify Council approval of contract change order no. 1 and approval of County Administrator to execute the change order.
Submitted for:	Council ratification of contract change order no. 1 and approval of County Administrator to execute the change order.

Description: Contract Building Systems, LLC submitted a change order totaling \$16,456.03 for services by various entities including an architect (Architectural Concepts, Inc.) and Terracon for testing and engineering services for the addition of a fire wall required by the Jasper County building inspector. The County Administrator received verbal approval from the members of the County Council to execute the change order to keep the project timely.

Recommendation: Staff recommends that the Council ratify the County Council approval of the Contract Building Systems, LCL contract change order #1 and the County Administrator's approval to execute the change order in the amount of \$16,456.03.

Attachments:

Contract Building Systems, LLC contract change order #1



Contract Building Systems LLC

Commercial - Industrial - Institutional - Design Build

October 16, 2023

Jasper County Prefab Steel Building

IVTB # 2023-6

Change Order One

**Additional Cost for Permit and Fees Required by Jasper County
Inspection Department**

**Please find document information verifying a change order request for
the Jasper County Public Works Department Steel Building Addition
Project.**

**Total Change Order Amount
16,456.03**

Sincere Regard,


William C Davis

CHANGE ORDER WORKSHEET (OPTIONAL)AGENCY: Jasper County South CarolinaPROJECT NAME: REQUEST FOR BID PREFAB STEEL BUILDINGPROJECT NUMBER: IVTB #2023-6CONTRACTOR: Contract Building Systems LLC.

			(1)	(2)	(3)
			Contractor	Subcontractor	TOTAL
Direct Costs	1.	Labor		\$12,957.50	
	2.	Materials (including Sales Tax)	\$0.00		
	3.	Rental Charges			
	4.	Subtotal Direct Costs (sum lines 1 – 3)	\$ 0.00	\$12,957.50	\$12,957.50
Contractor Markup	5.	Contractor OH&P (17% of line 4, col 1)	\$ 0.00		
	6.	Subcontractor's OH&P (17% of line 4, col 2)		\$2,202.78	
	7.	Contractor markup on Subcontractor (10% of line 4, col 2)	\$1,295.75		
	8.	Total Contractor Markup (sum lines 5 – 7)	\$1,295.75	\$2,202.78	\$3,498.53
Additional Bonding, Insurance and Permit Costs Associated with Change Order	9.	Bonds			
	10.	Insurance			
	11.	Permits, Licenses or Fees			
	12.	Subtotal (sum lines 9 – 11)	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	13.	Change Order Cost (sum lines 4, 8, 12, col 3)			\$16,456.03

Instructions to the General Contractor

1. Complete this form by providing the project information required above and the proposed Change Order Cost.
2. Provide detailed back-up verifying the numbers shown above, including hourly rates for labor and number of hours worked.
3. Contractor Markup percentages are per the AIA A201, Section 7.1.5.
4. Round all amounts to the nearest dollar.

SE-380

CHANGE ORDER NO.: 1

CHANGE ORDER TO DESIGN-BID-BUILD CONTRACT

AGENCY: Jasper County Public Works

PROJECT NAME: PREFAB STEEL BUILDING

PROJECT NUMBER: IVTB #2023-6

CONTRACTOR: Contract Building Systems LLC

CONTRACT DATE: 10/16/2023

This Contract is changed as follows: *(Insert description of change in space provided below)*
Change Order created to meet the requirements required from Jasper County Building Inspections for permitting and fees

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum:		\$ 91,167.00
2. Change in Contract Sum by previously approved Change Orders:	\$0.00	
3. Contract Sum prior to this Change Order		\$ 91,167.00
4. Amount of this Change Order:	\$16,456.03	
5. New Contract Sum, including this Change Order:		\$ 107,623.03

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:		May 31 2023
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Substantial Completion Date:		

CONTRACTOR ACCEPTANCE:

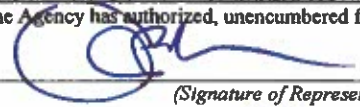
BY:  Date: 10/16/2023
(Signature of Representative)
 Print Name of Representative: William C Davis Project Manager

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: _____ Date: _____
(Signature of Representative)
 Print Name or Representative: _____

AGENCY ACCEPTANCE AND CERTIFICATION:

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY:  Date: 10-27-23
(Signature of Representative)
 Print Name of Representative: ANDREW P. FULGHUM, COUNTY ADMINISTRATION

Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes No

APPROVED BY: _____ DATE: _____
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.



**REQUEST FOR BID
IVTB #2023-6
PREFAB STEEL BUILDING
MARCH 17, 2023**

Jasper County is accepting sealed bids for A PREFABRICATED STEEL BUILDING to be constructed on an existing concrete pad to be located at Engineering Services, 623 Live Oak Drive, Ridgeland, South Carolina.

To be considered a valid bid, each organization submitting a bid ("Bidder") must assure receipt by the Director of Administrative Services for Jasper County no later than 3:00 p.m. local time, Wednesday, April 19, 2023, at which time all bids received will be opened in the Jasper County Council Chambers, 358 Third Avenue, Ridgeland, SC 29936. To be deemed "received" a bid may be submitted via mail, hand delivered, or delivered electronically through the County's Vendor Registry webpage. A link to County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. Bidders may also deliver a hard copy of their bid to the address below. Bidders choosing to submit a hard copy should submit an original and two copies. Any bids submitted or delivered after the above time will not be accepted under any circumstances.

Bids should be delivered to the address below:

**Kimberly Burgess
Director Administrative Services
Jasper County
358 Third Avenue, Suite 304
Ridgeland, SC 29936**

Bids may be mailed to the address below:

**Kimberly Burgess
Director Administrative Services
Jasper County
P O Box 1149
Ridgeland, SC 29936**

Questions may be directed to Olan Roberts, Building Maintenance Mgr., at oroberts@jaspercountysc.gov or (843) 368-3194.



REQUEST FOR BID
IVTB #2023-6
PREFAB STEEL BUILDING
MARCH 17, 2023

Description of Work:

Construct 30'x50'x14' prefab steel building on an existing concrete pad and increase the size of the concrete pad to fit building dimensions and weight.

Concrete Pad

- Inspect and add necessary support to existing concrete pad to support steel building. ie (footers)
- Add necessary concrete to existing pad to fit building dimensions.
- The new pad shall be constructed to support the new structure and contents of general warehouse supplies, to include vehicles and trailers.

Prefab Steel Building

- Size 30' x 50' x 14'
- Build to proper Wind Zone construction
- 1- 12' x 12' roll up door with manual lift
- 1- 36" standard entry door with hardware (knob, deadbolt, door closer)
- Building to be fully insulated.

Bid Requirements:

All bidders must attend a pre-bid meeting scheduled for 2:00 PM on Monday, April 3, 2023, at the site, 623 Live Oak Drive, Ridgeland, SC 29936.

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9, a certificate of insurance showing evidence of liability and workers compensation coverage in the amounts listed below.

Jasper County will provide all permits and application fees



REQUEST FOR BID
IVTB #2023-6
PREFAB STEEL BUILDING
MARCH 17, 2023

Bid security shall be required and shall be an amount equal to at least five percent of the amount of the bid. The successful bidder will be required to furnish the Owner a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price (if the bid is greater than \$100,000.)

Each Bidder must be qualified under the provisions of the most current State of South Carolina Contractor's Licensing Law Code. No proposal will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law. By submitting a proposal Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the proposal.

All Proposals will remain subject to acceptance for sixty (60) days after the day of the Proposal opening. The County of Jasper (Owner) reserves the right to cancel this solicitation or any and all bids or proposals may be rejected, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

Insurance Requirements:

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees, and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, nonowner and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

ARCHITECTURAL *CONCEPTS*



October 12, 2023

Bill Davis
Contract Building Systems
PO Box 2237
West Columbia, SC 29171

Re: Jasper County Metal Building Addition

Invoice for Architectural Drawings

Total Due: \$3500.00

Thank you,

A handwritten signature in black ink, appearing to read 'Charlie Baker', is written over the printed name.

Charlie Baker
Architectural Concepts
PO Box 212124
Columbia, SC 29221
803-403-6005
acicdb@yahoo.com

FEE ESTIMATE

Jasper County Pre-Engineered Metal Building
 Materials Services and Special Inspections
 Terracon Proposal No. PHG231047



TASK

2.2	CONCRETE OBSERVATION AND TESTING	RATE	QUANTITY	UNITS	TRIPS	COST	SUB-TOTAL
	Technician	\$ 85	8	hour	1	\$ 680.00	
	Special Inspector	\$ 110	5	hour	2	\$ 550.00	
	Concrete Sample Pick-Up	\$ 85	4	hour	1	\$ 340.00	
	Concrete Equipment (Slump, Air, Unit Wt.)	\$ 80	1	day	--	\$ 80.00	
	Concrete Cylinders	\$ 22	5	each	--	\$ 110.00	
	Trip Charge	\$ 50	--	trip	4	\$ 200.00	
							Sub-Total: \$ 1,960.00
2.2	STEEL INSPECTIONS	RATE	QUANTITY	UNITS	TRIPS	COST	SUB-TOTAL
	CWI/ICC Bolting Inspector	\$ 1,400	1	day	1	\$ 1,400.00	
	Trip Charge	\$ 50	--	trip	1	\$ 50.00	
							Sub-Total: \$ 1,450.00
2.4	ENGINEERING / REPORTING / SUPERVISON	RATE	QUANTITY	UNITS	TRIPS	COST	SUB-TOTAL
	Authorized Project Reviewer	\$ 225	0.5	hour	--	\$ 112.50	
	Project Management	\$ 165	2	hour	--	\$ 330.00	
	Administrative	\$ 85	1	hour	--	\$ 85.00	
							Sub-Total: \$ 527.50
						TOTAL	\$ 3,937.50

**AUTHORIZATION TO PROCEED
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

This **AUTHORIZATION TO PROCEED** ("Authorization") is between Contract Building Systems LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Jasper County Pre-Engineered Metal Building Project.

Scope of Services. The scope of Consultant's services is set forth below ("Services"). If frequency of testing is not specified below, it shall be as requested by Client. Scheduling will be done by Client or contractor if Client so designates. Consultant will not be responsible for tests not performed due to a failure to schedule Consultant's services or any resulting effect on construction.

Perform concrete testing as scheduled by the client.

Compensation. Unless different rates are specified below, all charges will be billed on a time and materials basis pursuant to Consultant's Standard Fee Schedule. The construction schedule, weather conditions, construction workmanship, etc. will determine the actual cost of Consultant's Services. If the actual quantities exceed any estimated quantities at the request of the Client or its designated contractor, additional fees will be billed in accordance with the fee schedule below.

See attached

TERMS AND CONDITIONS

- 1. Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing, inspection, and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 2. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

By signing this Authorization or ordering the commencement of Services you are affirming that you are authorized to bind Client to the Terms and Conditions of this Authorization and have read and accepted the Terms and Conditions, including restrictions and limitations, as set forth on this page and the subsequent page of Additional Terms and Conditions.

Consultant: Terracon Consultants, Inc.
 By: _____ Date: 9/1/2023
 Name/Title: Kyle Turner / Office Manager
 Address: 379 Browns Cove Rd Ste C
Ridgeland, SC 29936-3118
 Phone: (912) 313-2467 Fax: (843) 258-7071
 Email: Kyle.Turner@terracon.com

Client: Contract Building Systems LLC
 By: William Davis Date: 09/13/2023
 Name/Title: Bill Davis /
 Address: PO Box 2237
West Columbia, SC 29171
 Phone: (803) 955-4646 Fax: (803) 955-4647
 Email: wdavis43@gmail.com

ADDITIONAL TERMS AND CONDITIONS

- 3. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$10,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 4. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 5. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of Authorization, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 6. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 7. Third Party Reliance.** This Authorization and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 8. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 9. Choice of Law.** This Authorization shall be governed by and construed according to South Carolina law.
- 10. Subsurface Explorations.** Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 11. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
- 12. Utilities.** Consultant shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 13. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.
- 14. Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 15. Insurance.** Consultant represents that it now carries and will continue to carry: (i) workers' compensation insurance in accordance state, and employer's liability (\$1,000,000); (ii) commercial general liability (\$2,000,000 occ/ \$4,000,000 agg); (iii) automobile liability (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ/ agg); and (v) professional liability (\$1,000,000 claim / agg). Client and Consultant shall waive subrogation against the other party on general liability. Client is additional insured with respect to general and auto liability. When requested in writing, Owner is additional insured with respect to general and auto liability.
- 16. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

Bill Davis

From: William Davis <wdavis43@gmail.com>
Sent: Friday, October 6, 2023 5:44 PM
To: Bonifacio Martinez
Subject: Re: Jasper County Public Works Addition

Thank you Sir
Do you have Workman's Comp?
And general liability insurance
Bill Davis
803-318-4848

Sent from my iPhone

On Oct 6, 2023, at 5:41 PM, Bonifacio Martinez <facio-framing@hotmail.com> wrote:

Plus \$600 for any equipment we can need

Sent from my iPhone

On Oct 6, 2023, at 5:30 PM, Bonifacio Martinez <facio-framing@hotmail.com> wrote:

Proposal 2 hour firewall labor and material
\$4920
Let me know Mr Davis

Sent from my iPhone

On Oct 5, 2023, at 12:55 PM, Bill Davis <wdavis43@gmail.com> wrote:

Please provide a labor material and equipment to install a 2 hr fire wall
as shown in the attached drawings.

Thank You
Bill Davis

<image001.jpg>

From: Charles Baker <acicdb@yahoo.com>
Sent: Wednesday, October 4, 2023 12:55 PM
To: Thomas Blanchard <tblanchard@jaspercountysc.gov>;
wdavis43@gmail.com
Subject: Jasper County Public Works Addition

AGENDA

ITEM # 22

Consent Agenda Item



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October 20, 2023

Andy Fulghum
County Administrator
Jasper County
P.O. Box 1149
Ridgeland SC 29936

RE: LATS Corridor Study Local Match Request

Dear Andy,

The Lowcountry Area Transportation Study (LATS) Policy Committee has programmed a corridor study for SC315/SC46 between SC 170 and US 17 including the extension of the Bluffton Parkway in the Transportation Improvement Program (TIP). SCDOT requires that local match be provided on all studies or improvements on roads not in the state transportation system.

The study requires a local match for the Bluffton Parkway portion of the study which totals \$200,000 of the \$450,000 total project. The federal share is \$160,000 making the local portion required \$40,000. We are asking each party (Beaufort County, Jasper County, City of Hardeeville, and Town of Bluffton) involved in the study to equally split the local match, each contributing \$10,000.

LCOG typically will invoice for the local match at the conclusion of the project which in this case would likely be in late Spring 2024.

Please approve and sign the attached MOU and return it at your earliest convenience. We are looking forward to working with you on this timely and necessary project. If you have any questions, please contact me at 843-473-3974 or Stephanie Rossi, Planning Director at 843-473-3958.

Sincerely,

Sabrina P. Graham

Sabrina P. Graham
Executive Director

Lowcountry Council of Governments

PO Box 98 | 634 Campground Road
Yemassee, South Carolina 29945
Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165
www.lowcountrycog.org



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**MEMORANDUM of UNDERSTANDING
BETWEEN
Jasper County and
Lowcountry Council of Governments (LCOG)**

Subject: SC 315/SC 46 Bluffton Parkway Local Match

The Lowcountry Council of Governments in cooperation with the Lowcountry Area Transportation Study has identified completing a corridor study for SC 315/SC46 and the Bluffton parkway extension as a priority in the 2045 in the Long Ragne Transportation Plan. \$450,000 was programmed in the Transportation Improvement Program to fund the study.

1. The purpose of this MOU is to engage the services of the Planning Department of the Lowcountry Council of Governments (LCOG) to manage the preparation of a study on behalf of LATS.
2. Beaufort County, the City of Hardeeville, the Town of Bluffton and Jasper County will serve as key stakeholders on the Advisory Committees created, providing input to the project team.
3. Work will consist of, but not be limited to the following tasks:
 - a. Establish a project steering committee.
 - b. Data collection and map existing conditions
 - c. Interim findings
 - d. Prepare recommendations, policy, and regulations.
 - e. Implementation plan
 - f. Complete a draft and final document for review.
 - g. Complete final report
4. The total cost of the project is \$200,000. The Federal share is \$160,000 and local share is \$40,000. The local share is to be split between the four local entities:
 - a. Beaufort County will contribute \$10,000.
 - b. City of Hardeeville will contribute \$10,000.
 - c. Town of Bluffton will contribute \$10,000.
 - d. Jasper County will contribute \$10,000.

Lowcountry Council of Governments

PO Box 98 | 634 Campground Road
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www.lowcountrycog.org



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5. The completion date is estimated to be Spring 2024.
6. This agreement will become effective upon the signature of both parties' authorized officials.

Signed:

Jasper County

Lowcountry Council of Governments

Date

Date

Lowcountry Council of Governments

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Yemassee, South Carolina 29945

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AGENDA

ITEM # 23

Consent Agenda Item



JASPER COUNTY COUNCIL

Budget Workshop

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

Monday, June 12, 2023

Minutes

Officials Present: Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp. Absent: Chairman L. Martin Sauls IV, and Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council, Wanda Simmons, County Attorney David Tedder, Kimberly Burgess, and Videographer Jonathan Dunham.

Vice Chairwoman called the 3pm Workshop to order and 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 of Allegiance was led by Councilman Kemp, and the Invocation was led by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Budget Workshop:

1. Jasper County School District – Dr. Rechel Anderson and Russell Zimmerman, Interim Director of Finance

Dr. Anderson and Mr. Zimmerman were present to review the budget request of the Jasper County School District with the County Council and staff. Dr. Anderson prepared a PowerPoint Presentation for the Council explaining the details of the JCSD Budget. She noted that she was here to speak and address any concerns and answer any questions and noted that Mr. Zimmerman was there to assist with review. Introductions were made and the purpose for the presentation was noted to share additional information with Council as per their request. This information was regarding the district's budget needs in order to effectively operate the county's public school system. A listing of Fast Facts was reviewed about the JCSD including enrollment and staff. The factors driving the JCSD's Budget and where the money comes from were also discussed. What was included in the FY23-24 Budget, Federal Funding and factors impacting the JCSD were also discussed. The budget timeline was reviewed as was

the request for the millage increase. The reasons that the JCSD was requesting a millage increase was reviewed along with what the funds would be used for. Mr. Zimmerman discussed the revenues and expenditures and the millage. Councilman Kemp noted that capital expenses and improvements did not fall into the general operating purposes. Vice Chairwoman Clark expressed her concerns about how the referendum for the 1 cent tax impacted the County JCSD. She noted that people were misled and not given adequate information regarding this topic.

Budget Discussion and Questions by Council:

After some further discussion, Ms. Burgess started the budget discussion and answered the questions asked of her related to the County Budget. She started out by discussing the changes to the budget for Jasper County. She reviewed areas of discussion and interest and addressed any concerns as they were presented.

For additional information on this workshop and presentation please visit our website for the E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Adjourn:

Motion to Adjourn: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The workshop adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council

AGENDA

ITEM # 24

Council Comments