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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](mailto: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](mailto:comments@jaspercountysc.gov) by **1:00PM on Monday, October 16 2023**; 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](http://www.jaspercountysc.gov)

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



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, October 16, 2023

## AGENDA

**5:00PM**

**1. Call to Order by Chairman Sauls**

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

*\*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\**

**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:**

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [Levy Fire Protection District Board](#)**

**(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 – [Davis v. Jasper County](#); [Cameron Heddings v Jasper County](#); [Horowitz / McDowell v Jasper County](#); [Airport Matters - Removal of Fuel Tank, Professional Services Contract with Holt Consulting Company LLC](#); [Ridgeland Fire Contract](#); [Lobbying Services Contract](#); [Exit 3](#); [Tax Map #'s 063-26-14-001 and 063-26-14-002](#); [Tax Map # 067-00-01-010](#); [Coroner's Contracts for Transport](#); [Discussion of IGA – Ambulance Service pursuant to § 6-1-190](#); [Discussion of IGA – Fire Protection and Emergency Services with the Town of Ridgeland](#); [Project Showcase Legal Representation](#)**

**(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](#)**

**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. Discussion of Consent Agenda and Agenda Items:
- 6. Approval of Agenda:

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**PRESENTATIONS AND PROCLAMATIONS**

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- 7. **Chairman Sauls** – Proclamation: A proclamation to Ms. Beatrice Graham from the Jasper County Council in Recognition of her 105<sup>th</sup> Birthday and her accomplishments.
- 8. **Chris Hance and Bill Ramsey of M.B. Kahn** – M.B. Kahn Update

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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- 9. **David Tedder** – Public Hearing and Consideration of the **3<sup>rd</sup> reading** of Ordinance **#O-2023-18** clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property’s current owner to the developer thereof, includes the developer’s successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto (*1<sup>st</sup> reading 09.18.2023; Public Hearing and 2<sup>nd</sup> reading 10.02.2023*).
- 10. **Mike Skinner** – Consideration of approval of Addendum #2 Scope and Fee Addition to March 30, 2023 Engagement Letter with Mauldin and Jenkins.
- 11. **Wanda Simmons** – Consideration of Planning Commission Appointments.

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**CITIZEN COMMENTS**

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- 12. 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.

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13. Administrator's Report

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CONSENT AGENDA

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14. **Russell Wells** – Consideration of Council Approval of Resolution [#R-2023-19](#) declaring certain property to be surplus and authorizing its sale or disposition – Emergency Services Division – Self Contained Breathing Apparatus and Cylinders.

15. **Danny Lucas** – Consideration of Council Approval of Resolution [#R-2023-20](#) approving the Sole Source Procurement of a Lektro Aircraft Tow Vehicle, With Specified Optional Accessories, for Skyblue Aviation FBO, Ridgeland -Claude Dean Airport.

16. **Kim Burgess** – Consideration of Council Approval of the MB Kahn Work authorization for the Coosawhatchie Fire Station.

17. **Kim Burgess** – Consideration of Council Approval for the award of the Robertville HVAC bid for repairs and a request to authorize the County Administrator to execute all documents related thereto.

18. **Russell Wells**- Consideration of Council Approval of Resolution [#R-2023-21](#) approving an Intergovernmental Agreement Regarding Fire Protection and Emergency Services between Jasper County, South Carolina and the Town of Ridgeland, and matters related thereto.

19. Approval of the Minutes:

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END OF CONSENT AGENDA

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20. Council Members Comments

21. 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.

22. Adjournment:

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.

**[Special Accommodations Available Upon Request to Individuals with Disabilities](#)**  
**[\(843\) 717-3696](#)**

AGENDA

ITEM # 7



# PROCLAMATION

*Whereas*, the Jasper County Council would like to recognize the accomplishments, contributions and 105<sup>th</sup> Birthday of Ms. Beatrice Graham; and

*Whereas*, Ms. Beatrice Graham was born in Jasper County on August 29, 1918, and is a native of South Carolina; and

*Whereas*, the Jasper County Council would like to recognize Ms. Beatrice Graham as a lifelong resident of Jasper County; and

*Whereas*, Ms. Beatrice Graham was devoted to serving her county and her community; and

*Whereas*, Ms. Beatrice Graham attends Greater Evangelistic Deliverance Church in Pineland, South Carolina, where her daughter is the Pastor; and

*Whereas*, Ms. Beatrice Graham dedicated her adult life to her family as a full time Wife and Mother to her 8 children and her many grandchildren; and

*Whereas*, Ms. Beatrice Graham is a celebrated mother of her church and routinely volunteers in community efforts extended by her church family;

***NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED, That*** Jasper County Council in recognition of these contributions to Jasper County, and her community be it known that this proclamation has been adopted by the Jasper County Council duly assembled this 12<sup>th</sup> day of October, 2023.

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L. Martin Sauls IV, Chairman

Attest: \_\_\_\_\_

Wanda Simmons, Clerk to Council

(Seal)

AGENDA

ITEM # 8

*M. B. Kahn Construction Co., Inc. has prepared this Program Status Report to provide Jasper County Council an update of the Jasper County Capital Plan. This report is intended to show the progress made on the overall capital plan and each project to date, and prepare you for the next steps as we continue moving forward.*

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**PROJECT STAKEHOLDERS:**

<p style="text-align: center;"><b>Jasper County Council</b> Martin L. Sauls, IV, <i>Chairman</i> Barbara Clark, <i>Vice Chairwoman</i> Alvin Adkins, <i>Council Member</i> Coy Garbade, <i>Council Member</i> John Kemp, <i>Council Member</i> Wanda Simmons, <i>Clerk to County Council</i></p> <p style="text-align: center;"><b>County Administrator</b> Andrew P. Fulghum, <i>County Administrator</i></p> <p style="text-align: center;"><b>Other County Staff</b></p>
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**CAPITAL PROGRAM SUMMARY:**

M. B. Kahn is assisting Jasper County, SC in developing, implementing, and, managing their Capital Improvements and Investment Plan. The initial plan was developed in FY 2023 with eleven projects plus one additional project (Apron Expansion) which was added later in the process. Three of these projects have moved into preconstruction and/or construction. For FY 2024, an additional five projects have been added to date, and are currently being evaluated and budgeted. Additional details for each project are provided below.

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**CAPITAL PROJECTS UPDATE:**

**Ridgeland-Claude Dean Airport Apron Expansion**

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Planning / Budgeting is complete (Added to FY 2023)  
Design is complete  
Preconstruction is complete  
Construction began on February 20, 2023 and is on-going; currently ahead of schedule and within budget – Final items include removing the last area of erosion control measures and design team approval of the as-built survey.



**Farmer's Produce Market Renovations**

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Planning / Budgeting is complete (FY 2023)  
Design is complete  
Preconstruction is complete  
Construction – GMP executed on April 05, 2023; last event in the facility was June 17th and onsite work is nearing completion with final inspection scheduled for early October. Approved additional scope items are ongoing and scheduled to be complete in the coming weeks. The project is currently ahead of schedule and within budget

**Pratt Memorial Library Renovations**

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Planning / Budgeting is complete (FY 2023)  
Design is on-going – schematic design phase is complete; design is paused pending results  
Preconstruction is on-going – The schematic design estimate has been reviewed and a new work authorization was issued to proceed with the design of the renovations  
Construction has not begun

**Ridgeland-Claude Dean Airport Terminal\***

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Planning / Budgeting is paused (FY 2023)  
Design is paused  
Preconstruction has not begun  
Construction has not begun  
\*Awaiting FAA Response regarding contract solicitation requirements

**Coosawhatchie Fire-Rescue Station and Community Center**

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Planning / Budgeting Phase is on-going (FY 2023)

**Jasper County Courthouse Renovations**

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Planning / Budgeting Phase is on-going (FY 2024)

**Capital Planning – additional projects awaiting work authorizations**

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- FY 2023
  - Detention Center
  - Sheriff's Office
  - Clementa C. Pinckney Government Building
  - Ridgeland Graded School Building
  - Department of Social Services
  - Emergency Services Building
  - Office for Board of Election Supervisors
- FY 2024
  - Criminal Investigation Division
  - Levy Fire Station
  - Animal Rescue Mission
  - Magistrate's Office
  - Masterplanning Services

**UPCOMING APPROVALS:**

- Architect Contract for courthouse renovation design and Coosawhatchie design
- Work Authorizations for courthouse and Coosawhatchie projects

**PROJECT PHOTOS:**

*Progress photos will be provided for each project as construction gets underway.*

**Ridgeland-Claude Dean Airport Apron Expansion:**



**Jasper County Farmer's Produce Market:**



ID	Task Name	Duration	Start	Finish
0	<b>Jasper County Capital Plan</b>	<b>671 days</b>	<b>Mon 11/21/22</b>	<b>Mon 6/16/25</b>
1	Farmer's Produce Market	237 days	Mon 11/21/22	Tue 10/17/23
2	Design Phase	37 days	Mon 11/21/22	Tue 1/10/23
5	GMP Phase	65 days	Wed 1/11/23	Tue 4/11/23
10	Construction	152 days	Tue 3/14/23	Wed 10/11/23
30	Closeout	5 days	Wed 10/11/23	Tue 10/17/23
32	<b>Airport Apron Expansion</b>	<b>210 days</b>	<b>Mon 12/5/22</b>	<b>Fri 9/22/23</b>
33	GMP Phase	42 days	Mon 12/5/22	Tue 1/31/23
36	Construction	88 days	Wed 2/1/23	Fri 6/2/23
47	Closeout	72 days	Thu 6/15/23	Fri 9/22/23
50	<b>Pratt Memorial Library</b>	<b>628 days</b>	<b>Thu 1/19/23</b>	<b>Mon 6/16/25</b>
51	Contract Negotiations	34 days	Thu 1/19/23	Tue 3/7/23
56	Design Phase	270 days	Wed 3/8/23	Tue 3/19/24
67	GMP Phase	44 days	Wed 3/20/24	Mon 5/20/24
73	Construction	251 days	Mon 5/20/24	Mon 5/5/25
82	Project Closeout	30 days	Tue 5/6/25	Mon 6/16/25

AGENDA

ITEM # 9

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2023-18**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**Clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto.**

**WHEREAS**, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds, which ordinance approved the County's entry into and execution of the development agreement (the "Development Agreement") that had been negotiated between the County and Conduit Street Partners, LLC, the "Developer").

**WHEREAS**, Ordinance O-2022-14 further contained a provision (in Paragraph 2 thereof) that instituted a deadline of June 30, 2023, by which the "Owner/Developer" (defined therein as CSP) must acquire legal title to the Property (the "Acquisition Deadline"); otherwise, the Development Agreement would automatically be null and void. The phrase imposing the Acquisition Deadline read as follows:

*“[I]t is specifically recited that the provisions of the Development Agreement are expressly intended for the benefit of the Owner/Developer Conduit Street Partners. To the extent the Property is not conveyed to the Owner/Developer by the current legal owner by June 30, 2023, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.”* (emphasis added)

**WHEREAS**, subsequently by Ordinance o-2023-06, the acquisition deadline was amended to read "*To the extent the Property is not conveyed to the Developer by the current legal owner by **December 31, 2023**, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County*

*Administrator on behalf of the County.*” (emphasis added) to address permitting delays with outside agencies; and

**WHEREAS**, the Developer has provided correspondence from the Army Corps of Engineers dated August 18, 2023, which states that the permit review has been transferred to another District in New Mexico because of workload constraints, likely resulting in further delays in receiving Corps permits in addition to delays and extended reviewing times of other controlling jurisdictional authorities and agencies whose approvals are required to obtain the Developer’s development permits; and

**WHEREAS**, Ordinance O-2023- 06 defines the Developer “as Conduit Street Partners, LLC”; and

**WHEREAS**, the Development Agreement defines the Developer as meaning “*the Owner, along with any and all successors in title, assigns or lessees of the Owner who are transferred in writing from the Owner all or a portion of the Development Rights under this Agreement and undertake Development of any portion of the Property, as applicable in the context where such term is used.*” and

**WHEREAS**, the Development Agreement further defines the “Owner” as “*Conduit Street Partners, LLC, a Maryland limited liability company, its corporate successors and any assignee, whereby such interest is assigned in writing to it by Owner. Owner has a present equitable interest in the Property by virtue of a contract to purchase with Current Legal Owner*”.

**WHEREAS**, as the terms of the Ordinance do not explicitly recognize that Conduit Street Partners, LLC, defined as “Owner/Developer” in the Development Agreement, includes the successors and assigns (including affiliated entities); and

**WHEREAS**, in order to make such a clarification, it is not necessary to amend the Development Agreement, since the Development Agreement already defines the “Developer” and “Owner” as including the successors and assigns of Conduit Street Partners, LLC (which would include affiliated entities); and

**WHEREAS**, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance amending Ordinance 2023-06 to explicitly recognize and provide that the property must be conveyed to the Owner/Developer as defined in the Development Agreement, and further extending the Acquisition Deadline to accommodate permitting matters with outside agencies; and

**WHEREAS**, it has come to the County’s attention that an Exhibit to the Development Agreement (Exhibit E), which provided the form of the Assignment to be used when property was transferred to others was inadvertently omitted from the document and is not filed with the recorded Development Agreement, and that further, there was mislabeling of Exhibits by the mention of two separate exhibits (E and F);

**NOW, THEREFORE, BE IT ORDAINED**, by the Jasper County Council, duly assembled and with authority of same, that the above premises be incorporated by reference; and:

1. The last sentence of Paragraph 2 of Ordinance O-2023- 06 is hereby amended to read as set forth immediately below.
2. “To the extent the Property is not conveyed by the current legal owner to the Developer, as Developer and Owner are defined in the Development Agreement recorded at in the office of the Jasper County Register of Deeds in Book 1107 at Pages 1678 - 1718, by the later of **December 31, 2023, or ninety (90) days after receipt of all final outside agency land use and development permit approvals, including, but not limited to the Army Corps of Engineers permits, but in no event beyond December 31, 2024,** then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.
3. The extension of the Acquisition Deadline effected by this Ordinance shall not require any amendment or modification of the Development Agreement between the Developer and Jasper County. Accordingly, the terms of such Development Agreement shall remain in effect, subject to the new Acquisition Deadline set forth above.
4. The Form of Assignment attached hereto (Exhibit E is a complete Assignment, Exhibit E-1 is a partial Assignment) to be used when transferring rights and obligation under the Development Agreement are approved by County Council, with leave for the County Administrator, upon advice from the County Attorney, to make such non-substantial modifications as may be desirable to best accomplish the identification of, and responsibilities and obligations being transferred.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances shall 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 it 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.

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

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**Martin L. Sauls, IV**  
**Chairman**

**ATTEST:**

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**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # O-2023-18**

**First Reading:** September 18, 2023

**Public Hearing:** October 2, 2023

**Second Reading:** October 2, 2023

**2<sup>nd</sup> Public Hearing:** October 16, 2023

**Third Reading:** October 16, 2023

**Adopted:** \_\_\_\_\_

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**





WHEREAS, on \_\_\_\_\_, 202\_\_\_\_, Assignee, as assignee of Assignor as purchaser under the Real Estate Contract, purchased and acquired all of the Property from the Current Legal Owners and now proposes to develop, or cause to be developed therein, residential and community amenity uses and related site infrastructure improvements, as further described in the Development Agreement; and,

WHEREAS, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, all of Assignor's rights, title, interests, privileges and obligations in, to and under the terms of the Development Agreement, thus necessitating the preparation and execution of the within Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof being herewith acknowledged, the parties hereby agree as follows, to wit:

**1. Assignment and Assumption of Rights.** Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, title, interests, privileges and obligations in, to and under the Development Agreement and the CSP PDD Standards (the "PDD Standards"), including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property. Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Property in accordance with such terms. The rights, privileges and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

**2. Transfer of Obligation to Pay Development Fees.** The obligation of the Owner (as defined in the Development Agreement) to comply with the terms of Article XI of the Development Agreement, concerning the payment of the Development Fees and administrative charges, as such relate to the Property, is hereby included in Assignor's assignment and Assignee's assumption herein. Assignee hereby assumes the Owner's obligations to pay the Development Fees and administrative charges related to the Property, as said obligations are set forth in Article XI of the Development Agreement.

**3. Enumeration of Assigned and Assumed Rights and Obligations.** For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

**1.1** Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in, to and under the Development Agreement, including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property (the "Development Rights"); and

**1.2** Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI of the Development Agreement as they relate to the Property, as set forth in Paragraph 2 above.

**4. Default and Enforcement of Provisions.** As provided in Article XV of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Assignment and Assumption incident to the Property, the non-defaulting party may pursue any and all legal or equitable remedies, including specific performance, against the defaulting party.

**5. Indemnification.** Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters (including reasonable attorney fees) arising out of any breach by Assignee of the Development Agreement from and after the date of this Assignment and Assumption. Assignor agrees to indemnify, defend and hold harmless Assignee, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters (including reasonable attorney fees) arising out of any breach by Assignor of the Development Agreement prior to the date of this Assignment and Assumption.

**6. Notices.** Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

As to Assignor:

Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401  
Attn: Peter Zadoretzky  
E-mail: [pzadoretzky@oapartners.com](mailto:pzadoretzky@oapartners.com)

With a required copy to:

Bouhan Falligant LLP  
One West Park Avenue  
Savannah, GA 31401  
Attn: John D. Northup III, Esq.  
E-mail: [jdnorthup@bouhan.com](mailto:jdnorthup@bouhan.com)

As to Jasper County:

County Administrator, Jasper County  
358 Third Avenue  
Courthouse Square  
Post Office Box 1149  
Ridgeland, South Carolina 29936  
Attn: Andrew P. Fulghum  
Email: [afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

With a required copy to:

County Attorney, Jasper County  
358 Third Avenue  
Courthouse Square  
Post Office Box 1149  
Ridgeland, South Carolina 29936  
Attn: David L. Tedder, Esq.  
Email: [dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

**Binding Effect.** This Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

**Governing Law.** The within Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

**Reaffirmation of Terms.** All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

**Acknowledgment by Jasper County.** By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

*[Signatures Contained on Following Pages]*





SECOND EXHIBIT TO ORDINANCE

EXHIBIT E -1  
for Development Agreement

Partial Assignment of Property





Dwelling Units applicable to the Transferred Property, together with up to \_\_\_\_\_ acres of Commercial development rights and commercial square footage of the types described below, except for those certain excluded obligations, rights and privileges (“Excluded Obligations”) identified below. Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, except for the Excluded Obligations. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

**3. Excluded Obligations.** The obligation of the Owner or a Subsequent Developer, as applicable, to comply with the terms of Article XI of the Development Agreement, concerning the payment of a prorated amount of the Development Fees and administrative charges, as such relate to the Retained Property, only is hereby excluded from Assignor’s assignment and Assignee’s assumption herein; provided, however, Assignee assumes the obligations to pay a prorated amount of the Development Fees and administrative charges related to the Transferred Property and the transfer of it by Assignor to Assignee, as said obligations are set forth in Article XI of the Development Agreement.

**4. Enumeration of Assigned and Assumed Rights and Obligations.** For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

4.1 Assignor shall assign and does hereby transfer to Assignee all of Assignor’s rights, title and interest to develop up to \_\_\_\_\_ Dwelling Units and up to \_\_\_\_\_ acres of Commercial development and \_\_\_\_\_ square feet of \_\_\_\_\_ (type of commercial development) (“Development Rights”); and

4.2 Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI as they relate to the Transferred Property, as set forth in Paragraph 2 above; and

**5. Default and Enforcement of Provisions.** As provided in Section XV of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue any and all legal or equitable remedies, including specific performance, against the defaulting party.

**6. Indemnification.** Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters arising out of any breach by Assignee of the Development Agreement.

**7. Notices.** Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

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With a required copy to:

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To Assignor:

Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401  
Attn: Peter Zadoretzky  
E-mail: [pzadoretzky@oapartners.com](mailto:pzadoretzky@oapartners.com)

With a required copy to:

Bouhan Falligant LLP  
One West Park Avenue  
Savannah, GA 31401  
Attn: John D. Northup III, Esq.  
E-mail: [jdnorthup@bouhan.com](mailto:jdnorthup@bouhan.com)

**8. Binding Effect.** This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

**9. Governing Law.** The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

**10. Reaffirmation of Terms.** All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

**11. Acknowledgment by Jasper County.** By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered  
in the presence of:

**ASSIGNEE:**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Notary

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
  
COUNTY OF \_\_\_\_\_

)  
)  
)

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for South Carolina, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of \_\_\_\_\_, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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



Signed, sealed and delivered  
in the presence of:

WITNESSES:  
CAROLINA

JASPER COUNTY, SOUTH

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, County Administrator

\_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk to Council

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF JASPER )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
before me, the undersigned Notary Public of the State and County aforesaid, personally  
appeared \_\_\_\_\_ and \_\_\_\_\_, known to me (or  
satisfactorily proven) to be the person whose name is subscribed to the within document,  
as the appropriate officials of Jasper County, South Carolina, who acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF TRANSFERRED PROPERTY**

**EXHIBIT B**  
**DESCRIPTION OF RETAINED PROPERTY**

# AGENDA

## ITEM # 10



**Jasper County  
Treasurer Contracts  
2023 - 2024**

	<b>Scope of Work</b>	<b>Vendor</b>	<b>Date of Contract</b>	<b>Contract Amount</b>	<b>Balance of budget for FY23-24</b>
	Budgeted Amount for FY23-24				48,000.00
(1)	Treasury operations audit and cash hand-off	Mauldin & Jenkins	3/30/2023	36,560.00	11,440.00
(2)	Liquidity and treasury analysis	three+one	7/17/2023	12,500.00	(1,060.00)
(3)	Addendum #1 scope change	Mauldin & Jenkins	9/18/2023	-	(1,060.00)
(4)	Addendum #2 scope and fee addition	Mauldin & Jenkins	9/18/2023	21,560.00	(22,620.00)

**Summary of Treasurer Agreements:**

- (1) Mike Skinner, the Treasurer-elect in March 2023 requested a treasury operations audit and cash hand-off services by Mauldin & Jenkins, an audit firm based in Columbia, SC. The treasury operations audit and the cash hand-off services were scheduled to begin in July 2023 and were included in the fiscal year 2024 budget in the amount of \$48,000. The treasury operations audit and cash hand-off contract was executed by the County Administrator.
- (2) The Treasurer presented to Council on July 17, 2023, and agreement for liquidity and treasury analysis service by three+one in the amount of \$12,500. The Council approved the agreement on July 17th and the contract was executed shortly there-after.
- (3) In September, the Treasurer and Maulding & Jenkins determined that the operations audit and cash hand-off services were either not necessary or were not possible to perform. Therefore, the Treasurer and Mauldin & Jenkins agreed to change scope of the original agreement at no additional cost. The change in scope is labeled Addendum #1. Mr. Fulghum approved Mr. Skinner to sign Addendum #1 since there was no change in price, but only in scope.
- (4) At the same time, that Mr. Skinner provided Addendum #1, he also presented a third agreement entitled Addendum #2 Scope and Fee Addition to March 30, 2023 Engagement Letter. Addendum #2 provides for the following additional services at a cost of \$21,560: 1) Assess the Treasurer's Department compliance with governing escheatment regulations and help the department quantify an amount eligible for escheatment; and 2) Assess Treasurer Department's policies and procedures related to returned checks, and if applicable, perform data analysis to assess any trends and/or quantification of associated dollar amounts. Addendum #2 is being brought forward to the Council for approval since it is a new contract and is not included in the budget for fiscal year 2024.

March 30, 2023

Mr. Andrew Fulghum  
County Administrator  
Jasper County  
358 Third Avenue  
Ridgeland, SC 29936

Dear Mr. Fulghum:

Thank you for the opportunity to serve Jasper County (“County”). The purpose of this engagement letter is to document your agreement for Mauldin & Jenkins (“M&J”) to consult with, and assist you in conducting an assessment (“Assessment”) of your Treasury Department (“Department”).

We understand that a new County Treasurer will take office in the coming months and the purpose of the Assessment is to document and memorialize current Office operations, assess financial transactions and cash on-hand, and evaluate current operations with a focus on efficiency, effectiveness, customer service, and transparency.

#### **A. Engagement Objectives, Scope, and Approach**

The Assessment will help prevent “knowledge drain” when current staffing transition out of current roles and will provide the incoming Treasurer with documentation, and an objective assessment of current operations to be leveraged when taking office.

#### **Objectives**

Assessment objectives include the following:

- Gain an understanding of the Department’s taxonomy (the Office’s key objectives, services, and functions)
- Gain an understanding of key business processes including stakeholders, systems, dependencies, controls, inputs/outputs, timing, and end-user experiences
- Assess the Department’s current staffing model from a resource, job function, and workload perspective
- Document key operational and financial processes and milestones
- Assess financial transactions and cash balances for the previous fiscal year ending June 30, 2023
- Identify “what is working well”, “what needs improvement”, and “areas for potential risk or concern”
- Develop recommendations that help to maximize the Department’s operational and financial efficiency and effectiveness while maintain proper internal controls and risk mitigation strategies
- Provide a Roadmap for the incoming Treasurer upon taking office

## **Approach**

M&J will perform the following specific tasks/activities for this engagement:

- Conduct interviews with all Department personnel to understand the current operational and financial environment
  - During the interviews we will understand the Department's taxonomy, staffing assignments and workload, key business processes, use of technology, customer interactions, and departmental milestones
- Conduct interviews with County leadership and other stakeholders of the Department to understand relevant touchpoints, interactions, and customer service
- Request relevant Department information such as, but not limited to, financial data, resource information, position descriptions, policies and procedures, performance measures, operating statistics, etc.
- Compare the current environment to leading practices
- Document key operational and financial processes and milestones
- Review financial supporting documentation (bank statements, financial statements, receipts, etc.) for the previous fiscal year ending June 30, 2023 to assess reconciliations and cash balances
- Develop meaningful recommendations to help enhance efficiency, effectiveness, customer service, and transparency
- Prepare and deliver a draft report
- Receive feedback/comments for the draft report
- Prepare and deliver a final report

## **Timing/Deliverable**

We estimate a project duration of 10 weeks to complete the Assessment described in this engagement letter. We plan to come onsite to perform the tasks/activities listed above for approximately 2-3 days. We will issue a draft and final report that summarizes our tasks performed, the information gleaned from the interviews and information received, a summary of key Departmental processes and milestone, a list of recommendations (as applicable), and a Roadmap for implementation.

## **B. Engagement Team**

David Roberts will serve as the engagement partner and will be responsible for overseeing the engagement and the delivery of all services to you. David has significant experience assessing financial functions for governments. Kate Russell will serve as the engagement manager and possess significant experience serving in financial management roles within state government. Other professionals from our Government Practice will also serve in delivering services against our scope of work.

### **C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations**

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations, and understandings with you:

- The services described in this engagement letter constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services.
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does the County desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the County.
- The County will determine the extent of services it wishes Mauldin & Jenkins to provide and will undertake the responsibilities set forth in this engagement letter.
- The County will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis.
- The County will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.
- The County agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.
- The County will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables.
- Mauldin & Jenkins will provide recommendations as applicable. The County is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the County.
- Untimely review, or access to people or information could have an impact on the project schedule.
- In no event shall Mauldin & Jenkins (or its personnel) be liable to the County – whether a claim be in tort, contract or otherwise—for any consequential, indirect, lost profit or similar damages relating to the services provided under this engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Mauldin & Jenkins relating to such service.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

**D. Fees**

M&J is proposing to complete the services described in this engagement letter based on time and material for actual work performed based on the following hourly rates:

Professional Level	Hourly Rates
Partners	\$310
Directors/Senior Managers	\$285
Senior Staff	\$215
Staff	\$190

We estimate fees to be at \$36,560 to complete the scope of services described in this engagement letter. We will invoice the County upon delivery of the draft and final reports for actual incurred costs. Payment is expected within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

\*\*\*\*\*

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,



David Roberts, Mauldin & Jenkins  
Government Advisory Lead Partner

**E. Acknowledgement and Acceptance**

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions. Jasper County and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind Jasper County to the undertakings and obligations contained herein.

**Acknowledged and accepted:**

**Jasper County**

By:



Name:

Andrew P. Fulghum

Title:

County Administrator

three+one  
and  
Jasper County, SC

**I. Professional Services Agreement:**

This professional services agreement (“Agreement”) is effective and entered into as of the signed date on page three (3) and is between Jasper County, SC (“the Entity”) and three+one.

**II. Scope of Services:**

The Entity is retaining three+one for cashVest<sup>®</sup> Liquidity & Treasury Analyses.

A. Initial and quarterly cashVest liquidity analysis will:

- Provide liquidity management data that pinpoints the time value of the Entity’s cash in the marketplace.
- Monitor, review, and report on all financial institution accounts for which data is received by three+one.
- Assist the Entity to prepare for short-term cash management by providing stress tests/algorithmic simulations on all cash.
- Analyze the Entity’s liquidity proficiency to continually prepare the Entity to earn and save the most possible without sacrificing safety or liquidity.
- Ensure appropriate and competitive pricing is being received from financial partners pertinent to the facilitation of cash management.
- Assist the Entity in garnering preferred deposit rates with its banking provider(s).
- Monitor and analyze the Entity’s bank billing analysis statement(s).
- Clearly define next steps and recommendations to uncover new sources of value on identified strategic liquidity.
- Conduct a review of the Entity’s Investment Policy Statement (IPS).
- Hold an interview (60 to 90 minutes in duration) with key staff members in order to understand back-office processes to aid in providing actionable recommendations.
- Provide a Quarterly cashVest score and report.

B. three+one’s cashVest services provide the Entity with

- View quarterly summary of all cash performance across all Entity banking relationships on one platform.
- Tailored rate analysis and strategic cash progress.
- Ability to compare investment yields and charts.
- Access to opportunity cost in the financial marketplace, providing transparency for the Entity to obtain competitively priced bank products.
- Ongoing benchmark rates in the market.



C. three+one would be provided the following data from the Entity:

- View only [inquiry] access to your online banking portal(s) where three+one will aggregate:
  - 12 to 24 months of bank statements and via .PDF and or .CSV format (dependent on the availability of transaction data from the bank portal).
  - 12 months of bank analysis statements in .PDF format.
- Your most current Investment Policy Statement (IPS), if not available online.

**III. Privacy/Confidentiality**

three+one will not license, sell, rent, share, or trade client personal identifiable data with third parties without prior consent, unless required by applicable law or as necessary, in three+one's sole discretion, to perform the Services. three+one may collect client personal identifiable data in conjunction for use of the Services. three+one may share client personal identifiable data with third parties to the extent necessary to provide the Services. The Entity and three+one will comply with all laws and regulations that apply to the collection, use, transmission, storage, and disclosure, or destruction of confidential information. Both the Entity and three+one agree to hold the other party's information in strict confidence. Aggregated, anonymized data is used to enhance, add, and improve service offerings, and client outcomes in the financial marketplace. The Entity and three+one both agree to use all reasonable efforts to protect the unauthorized use or distribution of confidential information. three+one agrees to use the same degree of care to prevent disclosing any data to unauthorized third parties except such disclosure or access that will be permitted to perform the Services provided under this Agreement. The Entity may find any updated privacy statement for three+one on its website.

The Entity and three+one agree that the solutions provided to perform the Services are protected by U.S. copyright law and conventions. Both the Entity and three+one further agree that the technology used by them to carry out the Services, including liquidity data, models, graphics, trade secrets, distinctive tables, copyright, and other intellectual property, shall remain the property of three+one and be held as confidential by both parties. Both the Entity and three+one undertake not to use, copy, reproduce, alter or modify the contents or operation of any of these items need to perform and provide the Services and agree that neither they nor their employees, current or past, may reveal, market, hand over or sell any information related to the Agreement.

**IV. Severability:**

With reasonable cause, either party reserves the right to cancel this Agreement without obligation by giving 30 days written notice to the other party of the intent to terminate after the first full calendar year of services.

**V. Financial Arrangements**

The Entity agrees to pay a liquidity monitoring and reporting fee of \$12,500 annually. three+one reserves the right to increase the fee by the CPI Adjustment on the agreement anniversary date.

**VI. Billing Installments**

The first liquidity monitoring and reporting fee shall be due after the initial cashVest analysis is presented.

**Please select the cadence you would like to be invoiced:**

\$1,042 - Monthly     \$3,125 - Quarterly

Example: An annual fee of \$12,500 will be billed in monthly installments of \$1,042 or quarterly installments of \$3,125.

**If three+one does not show a 1 to 1 benefit through its cashVest initial analysis compared to the proposed annual fee for the Entity, the initial cashVest analysis will be provided at no cost with no further obligation.**

Quotes and pricing terms are negotiated and may be unique to the Entity. Therefore, except as otherwise required by law, the Entity hereby agrees to keep confidential all pricing, quotes, and invoiced amounts received from three+one.

**Signatures:**

<b>three+one</b>	<b>Date</b>
------------------	-------------

**Jasper County, South Carolina**

**Date**



*Without signatures, this agreement is valid for 180 days from March 17, 2023.*



# Program Overview

## What is cashVest®?

cashVest by three+one® harnesses liquidity data resources to **maximize the value of every single dollar** through the power of liquidity analysis – a breakdown of how cash can be best utilized for current & future operating needs, offsetting banking fees, borrowing, or earnings opportunities. Finance officials of public entities, higher Ed institutions, and hospitals can execute cash, operating, and investment management decisions with more confidence and greater ease.

## What are its benefits?

- Knowing how much and how long cash is available (the time-horizon of your funds).
- Confirmation that you have sufficient liquidity to satisfy expenditures while earning and saving the most possible, based on forward forecasting.
- Liquidity stress-testing to show how vulnerable cash positions are in worst-case scenarios.
- Peer benchmarking to ensure your cash is performing at the highest possible level.
- Assurance that your bank fee structure is equitable in any rate environment.
- A dedicated team to help you achieve the best value on liquidity.
- Strengthened credit rating, as advanced liquidity projections and cash flow capacity now account for 10% of the framework for local GO ratings at S&P.
- Confidence that you are maximizing all financial resources based on objective third-party data, creating peace of mind so attention can be focused on those you serve.

**“The external analysis that three+one brings, and the forecasting, has been absolutely outstanding. Something all of us had kind of hoped for, but none of us had the ability to engage in.”**

— Suffolk County Comptroller, John M. Kennedy, Jr., Esq.

## Who is three+one?

An independent financial technology company offering data solutions that drive innovation, efficiency, and better financial outcomes for taxpayers and stakeholders. Our product suite currently includes cashVest®, rfpPrep®, and bankFee√®. three+one is not a registered investment advisor (RIA), municipal financial advisor, or bank; we do not sell or offer investments – our incentives are directly aligned with you and your stakeholders. The leadership of three+one have public, private, higher Ed, and banking experience, which provides a comprehensive perspective on liquidity management. three+one has served entities nationally since 2012, bringing over \$400 million in new revenue to the communities it serves.

Contact us today to learn more. | [www.threeplusone.us](http://www.threeplusone.us)

### OUR PROUD PARTNERSHIPS





Mauldin & Jenkins  
508 Hampton St,  
Suite 100  
Columbia, SC 29201

September 18, 2023

Mr. Michael Skinner  
County Treasurer  
Jasper County  
358 Third Avenue  
Ridgeland, SC 29936

**RE: Addendum #1: Scope Modification to March 30, 2023 Engagement Letter**

Dear Mr. Skinner:

Thank you for the opportunity to serve Jasper County (“County”). The purpose of this addendum letter is to re-define Mauldin & Jenkins’ (“M&J”) scope based on our original executed agreement dated March 30, 2023. As you have now taken office and associated yourself with the Treasury Department (“Department”) and its immediate needs, we understand that you desire M&J to focus solely on the following critical services:

1. Assist in defining and assessing the mission-critical needs of the Department
2. Assess current internal controls for key Departmental processes
3. Assess apportionment formulas/methodologies currently utilized by the Department

Each scope of work is further described below.

1. **Assist in defining and assessing the mission-critical needs of the Department.** M&J will review current governance over the Department to identify key mandated functions. M&J will also leverage the County’s relationships and other M&J clients to identify other key services/functions delivered by other Treasury Departments in the state through virtual meetings. M&J will help create a taxonomy of key service delivery areas for the Department and will work with leadership to better define workflow and business processes where there are gaps. A summary report will be developed and provided.
2. **Assess current internal controls for key Departmental processes.** M&J will assess the internal control environment for key Department functional processes to evaluate the strength or existence of internal controls. We will perform the assessment by conducting interviews and performing job shadowing so we can learn both how business processes and systems are supposed to operate and how they actually operate. M&J will provide recommendations as appropriate to enhance the internal control environment. A summary report will be developed and provided.

**3. Assess apportionment formulas/methodologies currently utilized by the Department.**

M&J will obtain a listing from the Department as to the formulas/methodologies used in the apportionment process. M&J will compare the current formulas/methodologies to available governance artifacts for apportionment processes to assess compliance. M&J will also sample test some of the apportionment formulas/methodologies within the Department's current tax system. A summary report will be developed and provided.

**Timing**

We estimate a project duration of 8-10 weeks to complete the preceding described scopes of work.

**Fees**


We believe that we can complete the modified scopes of service previously described in this addendum letter within the original fee budget of \$36,560 as described in the mutually executed March 30, 2023 engagement letter. As of September 15, 2023, M&J has incurred approximately \$8,135 in fees.

\*\*\*\*\*

The assumptions and standard terms and conditions included in the March 30, 2023 mutually executed engagement letter apply to this addendum. Please indicate your agreement to these arrangements by signing and returning a copy of this addendum letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,



David Roberts, Mauldin & Jenkins  
Government Advisory Lead Partner

**A. Acknowledgement and Acceptance**

We have read and agree to this addendum letter. Jasper County and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind Jasper County to the undertakings and obligations contained herein.

**Acknowledged and accepted:**

**Jasper County**

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

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

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



Mauldin & Jenkins  
508 Hampton St,  
Suite 100  
Columbia, SC 29201

September 18, 2023

Mr. Michael Skinner  
County Treasurer  
Jasper County  
358 Third Avenue  
Ridgeland, SC 29936

**RE: Addendum #2 Scope and Fee Addition to March 30, 2023 Engagement Letter**

Dear Mr. Skinner:

Thank you for the opportunity to serve the Jasper County (“County”) Treasury Department (“Department”). The purpose of this addendum letter is to add additional scopes of services based on your request with corresponding additional fee estimates.

We understand that you desire M&J to provide the following additional scopes of service:

1. Assess the Department’s compliance with governing escheatment regulations and help the Department quantify an amount eligible for escheatment
2. Assess the Department’s policies and procedures related to returned checks received for payment and if applicable, perform data analysis to assess any trends or and/or quantification of associated dollar amounts

Each scope of work is further described below.

1. **Assess the Department’s compliance with governing escheatment regulations and help the Department quantify an amount eligible for escheatment.** M&J will review governing requirements applicable to the Department related to escheatment. M&J will attempt to quantify amounts held by the Department that meet escheatment standards. M&J will make recommendations as appropriate.
2. **Assess the Department’s policies and procedures related to returned checks received for payment and if applicable, perform data analysis to assess any trends or and/or quantification of associated dollar amounts.** M&J will review the Department’s policies and procedures for the handling of returned checks received by the Department for payment. M&J will review financial records and transactions from the past five years to attempt to quantify the amount of returned checks and the amounts actually recovered. M&J will make recommendations as appropriate.

**Timing**

We estimate a project duration of 8-10 weeks to complete the preceding described scopes of work which can run in parallel to existing work being performed for the Department.

**Fees**

M&J will complete the services described in this addendum letter based on time and material for actual work performed based on the same following hourly rates that were included in the mutually executed March 30, 2023 engagement letter. We estimate additional fees of \$21,560 to complete the work described in this addendum letter. Payment is expected within 30 days.

Professional Level	Hourly Rates
Partners	\$310
Directors/Senior Managers	\$285
Senior Staff	\$215
Staff	\$190

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

\*\*\*\*\*

The assumptions and standard terms and conditions included in the March 30, 2023 mutually executed engagement letter apply to this addendum. Please indicate your agreement to these arrangements by signing and returning a copy of this addendum letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,



David Roberts, Mauldin & Jenkins  
Government Advisory Lead Partner



**A. Acknowledgement and Acceptance**

We have read and agree to this addendum letter. Jasper County and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind Jasper County to the undertakings and obligations contained herein.

**Acknowledged and accepted:**

**Jasper County**

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

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

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

# AGENDA

## ITEM # 11



# Jasper County Clerk to Council

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

Wanda Simmons  
Clerk to Council  
[wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)

## Jasper County Council Staff Report

<b>Meeting Date:</b>	10.16.2023
<b>Board Name:</b>	Planning Commission
<b>New Members Needed</b>	2
<b>Submitted For:</b>	Approval to appoint 2 new members
<b>Term:</b>	4-year terms

**Description:** The Planning Commission needs two new Planning Commission Members due to vacancies. We have received the following three applications (which are attached) from the following applicants:

**Name:** :

1. Mr. Lee Steven Gramling
2. Mr. Brent Allen Robinson
3. Ms. Cathleen DeCourcy

**Recommendation:** Staff recommends approval of two of the three candidates submitted for the Planning Commission that are currently proposed. Additionally, as the two vacancies both had very close term expiration dates, Staff recommends that these two appointments be for the full length of 4-year terms with an effective appointment date of 10.16.2023 and term expiration date of 10.16.2027.

BOARD, COMMITTEE AND COMMISSION  
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH: Request for Appointment ( ) or Re-Appointment ( )  
Please print or type this form

Committee(s): Jasper County Planning Commission

Recommended By: Martin Sauls

Name: Lee Steven Gramling  
FIRST MIDDLE LAST

Home address: 131 Kligh Ave Ridgeland SC 29936

Mailing address (if different) \_\_\_\_\_

Telephone: N/A (843)540-8057 (843)312-2126  
HOME BUSINESS CELL

Email Address: lee.sgramling@gmail.com

Employer: South Eastern Limb + Tree

Employer Address: 465 Fordville Rd Ridgeland SC 29936

Occupation: Operations Manager Education: High School

Boards, Committee's, Civic Clubs, Etc. N/A  
(use back of sheet if necessary)

Board Experience: N/A  
(use back of sheet if necessary)

Other Activities: N/A  
(use back of sheet if necessary)

County Council District: 4

Are you a registered voter: Yes In what precinct do you vote: Grahamville 2

**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.**

Applicant's Signature: [Signature]

After being appointed you will receive 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 you volunteering to serve on. After appointment you agree to uphold and abide by the responsibilities to the best of your abilities. You acknowledge that you 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. You further agree to be bound by the rules and regulations of Jasper County Council.

Applicant Signature [Signature]

Return via mail or email to: Jasper County Council, Attn: Wanda Simmons, Clerk to Council  
PO Box 1149, Ridgeland, SC. 29936 or Via Email to: Email: [wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)

COMMITTEE / BOARD / COMMISSION  
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment  or Re-Appointment ( )

Please print or type

Committee(s): Jasper County Planning Commission

Recommended By: Lisa Wagner, Bill Fishburne (Town of Ridgeland), Marty Sauls

Name: Brent Allen Robinson  
FIRST MIDDLE LAST

Home address: 774 Boyd Creek Dr, Ridgeland SC 29936

Mailing address (if different)

Telephone: 843-368-9411 843-252-0833 843-368-9411  
HOME BUSINESS CELL

Email Address: brent@brentrobinsonarchitect.com

Employer: Brent Robinson Architect, LLC

Employer Address: 774 Boyd Creek Dr, Ridgeland SC 29936

Occupation: Architect Education: Bachelor of Architecture, BA Architecture

Boards, Committee's, Civic Clubs, Etc.

Monroe County (FL) Contractors Examining Board, Monroe County (FL) Board of Adjustments and Appeals, American Institute of Architects, Past President Hilton Head Chapter, Hilton Head Home Builders Association - member, NCARB certified, State of California Office of Emergency Services - SAP Certified - Florida

(use back of sheet if necessary) Architect for 7 yrs, and in profession for 17 yrs. I have served on numerous committees, and been a member in many applicable professional organizations work with builders, the building department, zoning officials, developers, home owners, Review Board Committees, Design Review Committees, Non-Profit boards, POA/HOA boards on a daily basis. Licensed in three states FL, SC & NC.

Experience: (use back of sheet if necessary)

Other Activities: Coach, Husband, Father of 4 amazing boys

(use back of sheet if necessary)

County Council District:

Are you a registered voter: Yes In what precinct do you vote: Grahamville 2

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? Yes If so, please list on the back of this sheet.

My Firm, Brent Robinson Architect LLC, operates out of Jasper County for commercial and residential architecture.

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: Brent A Robinson

Return via mail or email to:

Wanda Simmons, Clerk to Council

Jasper County Council

PO Box 1149, Ridgeland, SC. 29936

Email: [wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)

COMMITTEE / BOARD / COMMISSION  
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment (  ) or Re-Appointment (  )

Please print or type

Committee(s): Planning Commission

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

Name: Cathleen Marie DeCourcey  
FIRST MIDDLE LAST

Home address: 782 Tickton Hall Rd Ridgeland, SC 29936

Mailing address (if different) \_\_\_\_\_

Telephone: 4 401-824-6665  
HOME BUSINESS CELL

Email Address: Cdecourcey@verizon.net

Employer: Retired

Employer Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Education: Associate Degree

Boards, Committee's, Civic Clubs, Etc. Keep Chelsea Rural Committee, Jasper County 250 Committee  
(use back of sheet if necessary)

Experience: 25 years of Real Estate Paralegal  
(use back of sheet if necessary)

Other Activities: \_\_\_\_\_  
(use back of sheet if necessary)

County Council District: 1912

Are you a registered voter: yes In what precinct do you vote: Grahamville 1

**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: Cathleen M. DeCourcey

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

Boards, Committees, Civic Aubs:

Jasper County Historical Society, Friends of Honey Hill Board Member

# AGENDA

## ITEM # 12



# AGENDA

## ITEM # 13



## 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](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

### **Administrator's Report October 16, 2023**

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1. Comprehensive Plan Review/Moratorium:

Ms. Wagner and I will provide a brief status update and discuss some proposed meetings for a Broad River Boat Tour for the County Council and staff, a County Council Sales Tax Workshop, and presentation of the County-Wide Impact Fee Study.

2. Jasper County Transportation Committee (CTC):

Ms. Dobson-Elliott is the County staff person who regularly works with the CTC. I am currently assisting her in cleaning up some of the old County projects for which CTC funds were authorized.

Following this report, I have provided a report from SC Dept. of Transportation (SCDOT) which lists active and old projects. I will review a few of those projects which were completed under budget, cancelled, or yet to be submitted for reimbursement.

Additionally, Ms. Dobson-Elliott will explain a recent request made to the CTC for funding related to the removal of trees in the right-of-way near the Honey Hill Battlefield. Specifically, staff will be seeking Council's direction as to whether you would like staff to assume the sponsor role for that project or not.

3. Local Area Transportation Study (LATS):

Part of the distribution of materials for the LATS meeting held on Oct. 6 was a good synopsis of current and future SCDOT projects being completed in Beaufort and Jasper Counties. I have included that synopsis with this report.

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

## Jasper CTC - Monthly C-Fund Statement - Recurring Funds Summary August 31, 2023

Jasper CTC is DOT-Administered. This statement reflects the entire program.

**GAS TAX FUNDS**

**AUGUST 1, 2023 - CASH BALANCE:** \$ 4,819,422.97

**FUNDS RECEIVED IN AUGUST 2023**

3.99 cents Gas Tax for August 2023 \$ 118,620.25  
 Interest Received for August 2023 \$ 13,870.16  
 Adjustments \$ \*  
 Donor Bonus \$ 393,694.56

**TOTAL FUNDS RECEIVED IN AUGUST 2023** \$ 526,184.97

**WITHDRAWALS IN AUGUST 2023**

State Project Expenditures \$ 2,642.80  
 Local Project Expenditures \$ (350,000.00)

Administrative Expenses per Section 12-28-2740(B) of the C-fund Law  
 3% Fee for SCDOT Administration Per Diem

**TOTAL WITHDRAWALS IN AUGUST 2023** \$ (347,357.20)

**AUGUST 31, 2023 - CASH BALANCE:** \$ 4,998,250.74

**COMMITMENTS OF CASH BALANCE:**

Remaining Budget on State Projects \$ 2,899,872.60  
 Remaining Budget on Local Projects \$ 576,075.44  
 Bond Repayment \$ \*

**TOTAL FUNDS COMMITTED** \$ 3,475,948.04

**UNCOMMITTED BALANCE:** \$ 1,522,302.70

Recurring Funds Available to go to SCDOT Contract: \$ 1,522,302.70

Each CTC must spend 25.0% of their FY 2023 - 2023 Apportionment and 33.3% of their FY 2023 - 2024 Apportionment on State Highway System during these two fiscal years.

Fiscal Year	Annual Apportionment	Total State Expenditures	Apportionment % Spent
Previous Year	1,358,716.50	1,330,000.00	97.89%
Current Year	1,397,900.00	(96,007.34)	-7.01%
	2,756,616.50	1,231,992.66	44.69%

Is the CTC in compliance (Yes/No)? Yes

This chart does NOT include the state requirement for the 2011 Proviso 118.18 Fund.

The uncommitted balance of each CTC must not exceed 300% of its annual apportionment.

Annual Apportionment for FY 2023 - 2024	300% of Annual Apportionment	Uncommitted Balance
1,397,900.00	4,193,700.00	1,522,302.70

Is the CTC in compliance (Yes/No)? Yes

**JASPER CTC - MONTHLY C-FUND STATEMENT - AUGUST 2023 - RECURRING FUNDS**  
**PROJECTS ON THE STATE HIGHWAY SYSTEM**

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	AUGUST 1 BUDGET	MONTHLY BUDGET CHANGES	AUGUST 31 BUDGET	AUGUST 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	AUGUST 31 TOTAL EXPENDITURES	AUGUST 1 REMAINING BUDGET	AUGUST 31 REMAINING BUDGET	AUGUST 31 BUDGET OVERRUN	PROJECT STATUS
P037321	JASPER CO	CON	Feb-18	PE SERVICES FOR INSTALLATION OF SIGNAL AT INTERSECTION OF US-778	59,900.00		59,900.00	18,100.00		18,100.00	41,800.00	41,800.00		
P038611	SCDOT	CON	Apr-19	RESURFACE HERITAGE ROAD (SC-3), MACEDONIA ROAD (S-43) AND PINEHAVEN DRIVE (S-278), ELLIS HODGE ROAD (S-139)	1,299,152.98	(98,007.34)	1,201,145.64	1,203,788.44	(2,642.80)	1,201,145.64	95,364.54	95,364.54		CLOSED
P038611	SCDOT	PE, CE&I	Apr-19	RESURFACE HERITAGE ROAD (SC-3), MACEDONIA ROAD (S-43) AND PINEHAVEN DRIVE (S-278), ELLIS HODGE ROAD (S-139)	100,105.82		100,105.82	100,105.82		100,105.82	274,100.00	274,100.00		CLOSED
P039857	JASPER CO	CON	May-20	PROFESSIONAL ENGINEERING SERVICES FOR US HIGHWAY 278 IMPROVEMENTS	302,500.00		302,500.00	28,400.00		28,400.00	274,100.00	274,100.00		
P039598	SCDOT	CON	Feb-20	RESURFACE FLOYD ROAD S-243	1,989,241.96		1,989,241.96	1,976,407.47		1,976,407.47	12,834.49	12,834.49		
P039598	SCDOT	PE, CE&I	Feb-20	RESURFACE FLOYD ROAD S-243	132,616.13		132,616.13	132,616.13		132,616.13				
P040129	SCDOT	CON	Sep-20	RESURFACE S-153 MOORE ST	502,550.00		502,550.00	514,356.38		514,356.38			(11,806.38)	
P040129	SCDOT	PE, CE&I	Sep-20	RESURFACE S-153 MOORE ST	33,503.33		33,503.33	33,503.33		33,503.33				
P040606	SCDOT	CON	Apr-21	RESURFACE S-160 STEE SCHOOL ROAD	60,696.36		60,696.36	51,558.25		51,558.25	9,138.11	9,138.11		
P040606	SCDOT	PE, CE&I	Apr-21	RESURFACE S-160 STEE SCHOOL ROAD	4,046.42		4,046.42	4,046.42		4,046.42				
P041118	SCDOT	CON	Nov-21	CONTRIBUTION TO STATE CONTRACT 5663110 P041499 RESURFACING 2 MILES OF SC-462 LOW COUNTY DRIVE	605,197.38		605,197.38	605,197.38		605,197.38				
P041809	SCDOT	CON	Jun-22	RESURFACING OF S-75 LANGFORDVILLE ROAD, SC-462 AND S-425	2,560,000.00		2,560,000.00				2,560,000.00	2,560,000.00		
P041809	SCDOT	PE, CE&I	Jun-22	RESURFACING OF S-75 LANGFORDVILLE ROAD, SC-462 AND S-425	2,000.00		2,000.00				2,000.00	2,000.00		
<b>PAGE TOTAL</b>					7,651,510.38	(98,007.34)	7,553,503.04	4,668,079.62	(2,642.80)	4,665,436.82	2,995,237.14	2,899,872.60	(11,806.38)	
<b>TOTAL STATE PROJECTS WITH RECURRING FUNDS</b>					7,651,510.38	(98,007.34)	7,553,503.04	4,668,079.62	(2,642.80)	4,665,436.82	2,995,237.14	2,899,872.60	(11,806.38)	

**JASPER CTC - MONTHLY C-FUND STATEMENT - AUGUST 2023 - RECURRING FUNDS**  
**LOCAL ROAD PROJECTS [NOT ON THE STATE HIGHWAY SYSTEM]**

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	AUGUST 1 BUDGET	MONTHLY BUDGET CHANGES	AUGUST 31 BUDGET	AUGUST 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	AUGUST 31 TOTAL EXPENDITURES	AUGUST 1 REMAINING BUDGET	AUGUST 31 REMAINING BUDGET	AUGUST 31 BUDGET OVERRUN	PROJECT STATUS
P038025	JASPER CO	CON	Aug-18	ROAD IMPROVEMENTS AT THE INTERSECTION OF MARSH COVE & SC-462 AND THE ENTRANCE RD LEADING TO THE FIRE STATION	495,000.00	51,275.44	546,275.44				495,000.00	546,275.44		
P039952	JASPER CO	CON	Jun-20	ENGINEERING SERVICES FOR DRAINAGE ISSUES IN THE SOUTH HARDEEVILLE AREA (10685 SPEEDWAY BLVD)	19,800.00		19,800.00				19,800.00	19,800.00		
P040784	CITY OF HARDEEVILLE	CON	Jun-21	RECONSTRUCTION AND IMPROVEMENT OF BROOKS WILLIS DRIVE	350,000.00		350,000.00		350,000.00	350,000.00	350,000.00			AUG-23
P041764	JASPER CO	CON	May-22	911 ROAD SIGNS REQUESTED BY JASPER COUNTY EMERGENCY SERVICES	10,000.00		10,000.00				10,000.00	10,000.00		
<b>PAGE TOTAL</b>					<b>874,800.00</b>	<b>51,275.44</b>	<b>926,075.44</b>	<b>-</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>874,800.00</b>	<b>926,075.44</b>	<b>516,075.44</b>	
<b>TOTAL LOCAL PROJECTS WITH RECURRING FUNDS</b>					<b>874,800.00</b>	<b>51,275.44</b>	<b>926,075.44</b>	<b>-</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>874,800.00</b>	<b>926,075.44</b>	<b>516,075.44</b>	



## JASPER COUNTY TRANSPORTATION COMMITTEE

Mary Gordon Ellis Executive Bldg.  
651 Grays Highway, Ridgeland, South Carolina 29936

Meeting Chambers

October 9, 2023

Time: 3:00 PM

### Meeting Agenda

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF THE MINUTES
- V. PUBLIC COMMENTS
- VI. NEW BUSINESS

**MILTON WOODS:** VICE-PRESIDENT OF THE "FRIENDS OF HONEYHILL HISTORICAL SITE" IS REQUESTING FUNDS TO CLEAR TREES FROM THE STATE RIDE-A-WAY UP TO THE SITE ENTRANCE

- VII. ADJOURN



## I-95 Widening MM 0-8 Project Jasper County, SC

October 6, 2023

### Scope

Widen I-95 from its existing 4-lane section to a 6-lane section beginning at the 6-lane section in Georgia at the Knoxville Bridge at its southern terminus to approximately 1.0 mile north of US 278 (Exit 8) near Hardeeville at its northern terminus at MM 8. The project will include not only include widening from the existing 4-lanes to 6-lanes but will also include improvements at the Exit 8 (US 278) interchange that will require an Interchange Modification Report (IMR), minor improvements to the Exit 5 (US 17) interchange, replacement of the Savannah River Bridges along with all mainline bridges over I-95 (Savannah River Overflow, Sand Island Swamp, SCL Railroad), the replacement of the John Smith Road Bridge and the US 278 bridge over I-95 as a part of the improved interchange. The widening will take place within the median of I-95 and include barrier walls, cable guardrail installation and drainage improvements.



### Status

This project was originally scoped as a 50-month delivery project but was accelerated to a 34-month delivery project as a part of the rural interstate widening initiative. A public information meeting was held on September 15, 2022 (12 months after notice to proceed).

The Georgia Department of Transportation (GDOT) has actively participated in monthly meetings as we coordinate this project between the two agencies.

The consultant team submitted final Right of way plans to SCDOT for review on July 28, 2023. The SCDOT approved these right of way plans on September 21, 2023, allowing right of way negotiations to begin.

The draft Non-Programmatic Categorical Exclusion (Non-PCE) and the Exit 8 Interchange Modification Report (IMR) for this project and received FHWA approval on August 21, 2023. July 24, 2023.

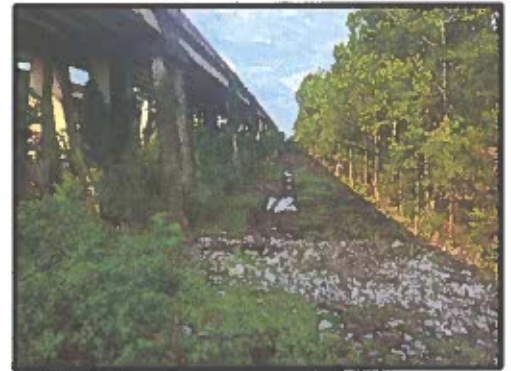
The project was officially designated as a Project of Division Interest (PoDI) which will require a 6-week schedule acceleration. The SCDOT and consultant team have developed a plan to meet the additional acceleration needed to meet the PoDI requirements. The SCDOT has developed a scope for the team to implement a Project of Division Interest (PoDI) and required Cost & Schedule Risk Analysis (CSRA This scope will include the required FHWA processes for a Major Project including Cost/Schedule Risk Analysis, Financial Management Plan and Project Management Plan.



## Design Update

The following items are under various stages of design:

- Exit 8 (US 278) interchange study and resulting approved Interchange Modification Report (IMR) recommended a 6-lane Diverging Diamond Interchange (DDI)
  - The team has been working to refine several design aspects of the DDI to limit the impacts to surrounding properties while providing an interchange that will efficiently accommodate traffic.
- Exit 5 (US 17) interchange frontage road design continues to progress. The Frontage Road extension will include a roundabout as well as opportunities to improve access management along US 17 (Whyte Hardee Boulevard). The SCDOT is working closely with Hardeeville to minimize the frontage road realignment impacts to surrounding properties and the city's drainage canal.
- Sound walls have been approved for I-95 in and around the mainline bridges over S-46 (approximately 2,000 linear feet on all four quadrants of the bridge approaches as well as attached to the bridge itself).
- The team is working towards final roadway plans with a target submittal date of February 23, 2023, for SCDOT review.
- The team continues work towards 95% Bridge plans with staggered plan review submissions to SCDOT. The following is a summary of the upcoming 95% bridge submittals:
  - November 10, 2023 – I-95 bridges over CSX Railroad
  - December 15, 2023 – John Smith bridge over I-95
  - January 5, 2024 – Exit 3 bridges over I-95
  - January 12, 2024 – US 278 bridges over I-95
  - February 9, 2024 – I-95 bridges over Sand Island Swamp
  - February 23, 2024 – I-95 bridges over Savannah River
  - February 23, 2024 – I-95 bridges over Savannah River Overflow
- A formal utility coordination meeting was held on September 12, 2023, and utility companies are up to date on the project progress.





**Significant Project Update  
US 17 Widening Project  
Jasper County  
October 6<sup>th</sup>, 2023**

**Scope**

The US-17 Widening Project entails widening US-17 for approximately 4 miles, 2 lanes to 4 lanes divided by a grassed median, from SC-315 to the Georgia State Line. This project also includes intersection improvements at SC-315 and US-17 to include a traffic signal and the addition of a twin bridge over the Back River. The construction of the Back River Bridge will be constructed separately from the widening and is considered as Phase 2.

**Status**

The Back River bridge agreement has been revised and Georgia is working on developing the project.

The project was let for construction on August 11<sup>th</sup> and was awarded to R.B. Baker Construction with a completion date of September 30<sup>th</sup>, 2025. The low bid amount was \$41,889,381.92.

**Construction Update**

- The construction of the new roadway embankment and surcharge have been completed for the southbound lanes and half of the new embankment has reached settlement. Drainage installation has started along the southbound alignment where settlement has been completed and culvert extensions have been completed for culverts #2 and #3.
- Contractor is continuing to advance work on northbound lane and has started the construction of the surcharge outside of the travel lanes.
- Upcoming activities include allowing settlement to occur (12 months), surcharge removal, installation of drainage (including extension/construction of box culverts), and paving of the new widened roadway. Once this occurs, traffic will shift and the same process will be followed to improve the old section of the roadway.





# Project Status Report

for  
**LATS MPO**

October 6<sup>th</sup>, 2023

Counties covered in Report:

**Beaufort & Jasper**

- SCDOT anticipates construction to begin on approximately \$815,404,350 in transportation projects between Fiscal Year 2023-2028 in the Lowcountry Area Transportation Study Metropolitan Planning Organization area.

<b>LATS MPO Transportation Funding Summary</b>		
<b>Program</b>	<b>Total Mileage</b>	<b>Funding</b>
Bridge – Interstate/NHS	7.450	\$290,196,800
Interstate Capacity	16.000	\$330,000,000
C Program	6.420	\$5,632,100
Pavements - Interstates	54.980	\$64,168,400
Pavements – Non-Interstate NHS	17.610	\$20,808,000
Pavements – Non-FA Secondary	9.830	\$5,392,000
Pavements – Non-NHS Primary	17.930	\$14,146,100
Pavements – FA Secondary	14.620	\$7,617,000
Rural System Upgrade - Lowcountry	4.100	\$44,000,000
Rural Road Safety	10.630	\$19,860,700
Transportation Alternatives – Areas >5K & <200K	0.218	\$333,250
State Funds – State Funded Project	3.878	\$13,250,000
<b>TOTALS</b>	<b>163.666 Miles</b>	<b>\$815,404,350</b>

Craig Winn, SCDOT Program Manager for the Lowcountry, [WinnCL@scdot.org](mailto:WinnCL@scdot.org) or (803)737-6376

**Beaufort County:**

- SCDOT anticipates construction to begin on approximately \$310,942,250 between fiscal year 2023 and 2028.

<b>Beaufort County Funding Summary</b>		
<b>Program</b>	<b>Total Mileage</b>	<b>Funding</b>
Bridge – Interstate/NHS	3.700	\$271,500,000
Pavements – Non-Interstate NHS	15.600	\$18,520,600
Pavements – Non-FA Secondary	5.300	\$2,877,200
Pavements – Non-NHS Primary	0.370	\$364,300
Pavements – FA Secondary	7.680	\$4,086,900
Transportation Alternatives – Areas >5K & <200K	0.218	\$333,250
State Funds – State Funded Project	3.878	\$13,250,000
<b>TOTALS</b>	<b>36.746 Miles</b>	<b>\$310,942,250</b>

**Bridge – Interstate/NHS**

**A. Project ID P030450: US 278 Corridor Improvements (3.700 Total Miles)**

- Scope: Widening of US 278 from 4 to 6 lanes from Buckingham Plantation Drive to Squire Pope Road, including replacement of the EB Mackay Creek Bridge, intersection improvements on Pinckney Island and improvements to Jenkins Island.
- Termini: US 278 E: Moss Creek Drive to Squire Pope Road
- Anticipated Project Cost: \$295,500,000
- Anticipated Construction Cost: \$271,510,000
- Project Update: Notice to Proceed was issued 09/17/2018.
- Schedule: Letting is scheduled for Summer 2025.

## **Pavements – Non-Interstate NHS**

### ***Project ID P040881: 2022 Primary Pavement Improvement Program (5.340 Total Miles)***

- Scope: Reconstruction/Rehabilitation in Beaufort County.
- Termini: US 278 BUS E/W (William Hilton Parkway): Gum Tree Road (S-482) to Indigo Run Drive (L-1133)  
US 278 BUS E/W (William Hilton Parkway): Jnt ~52 ft NE of Private – Shelter Cove Lane to ~316 ft SW of L-1604
- Anticipated Project Cost: \$3,922,200
- Anticipated Construction Cost: \$3,922,200
- Schedule: Letting held March 8<sup>th</sup>, 2022. Project awarded to APAC-Atlantic, Inc. Contract completion date set for 06/30/2023.

### ***Project ID P041547: 2023 Primary Pavement Improvement Program (4.110 Total Miles)***

- Scope: Reconstruction/Rehabilitation in Beaufort County.
- Termini: US 278 BUS E (William Hilton Parkway): Yacht Cove Drive (L-1604) to ~ Arrow Road (L-1605)
- Anticipated Project Cost: \$6,172,000
- Anticipated Construction Cost: \$6,172,000
- Schedule: Letting held September 13<sup>th</sup>, 2022. Project awarded to APAC-Atlantic, Inc. Contract completion date set for 07/31/2023.

### ***Project ID P041569: 2023 Primary Pavement Improvement Program (0.540 Total Miles)***

- Scope: Reconstruction/Rehabilitation in Beaufort County.
- Termini: US 17 N (Charleston Highway): Nemours Plantation Drive (L-3220) to Colleton County Line
- Anticipated Project Cost: \$586,400
- Anticipated Construction Cost: \$586,400
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041499, P041572, P041573, P041574 and P041575.

**\*Project ID P042023: 2024 Primary Pavement Improvement Program (5.610 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Beaufort County.
- Termini: US 17 N (Charleston Highway, Trask Parkway): Jnt ~0.09 mi NE of Old Sheldon Church Road (S-21) to Nemours Plantation Drive (L-3220 E)
- Anticipated Project Cost: \$7,840,000
- Anticipated Construction Cost: \$7,840,000
- Schedule: Letting is scheduled for January 2024.

**Pavements – Non-NHS Primary**

**\*Project ID P040608: 2022 Primary Pavement Improvement Program (0.370 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: US 21 BUS N (Boundary Street): Broad River Boulevard (S-22) to US 21
- Anticipated Project Cost: \$364,300
- Anticipated Construction Cost: \$364,300
- Schedule: Letting held January 11<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete. Packaged together with P040594, P049595, P040596, P040610 and P040611.

**Pavements – FA Secondary:**

**\*Project ID P040610: 2022 Federal Aid Secondary Pavement Improvement Program (2.340 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: Hermitage Road, N Hermitage Road (S-69 N): North Street to SC 281  
Holly Hall Road (S-112 E): RAP Jnt ~ 105 ft E of SC 802 to Shorts Landing Road (S-254)  
Sea Island Parkway, Tarpon Boulevard (S-406 E): End State Maint to ~0.49 mi NE of Russ Point Boat Landing (L-439)
- Anticipated Project Cost: \$1,190,900
- Anticipated Construction Cost: \$1,190,900
- Schedule: Letting held January 11, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete Packaged together with P040594, P040595, P040956, P040608 and P040611.

**Project ID P041572:** 2023 Federal Aid Secondary Pavement Improvement Program (3.350 Total Miles)

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: Lands End Road (S-45 N): Seaside Road (S-77) to ~ Cuffy Road (S-169)
- Anticipated Project Cost: \$1,465,700
- Anticipated Construction Cost: \$1,465,700
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041499, P041569, P041573, P041574 and P041575.

**\*Project ID P042086:** 2024 FA Secondary Pavement Improvement Program (1.990 Total Miles)

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: S-45 N (Lands End Road): ~0.34 mi NE of Cuffy Road (S-169) to Perry Road (S-164)
- Anticipated Project Cost: \$1,430,300
- Anticipated Construction Cost: \$1,430,300
- Schedule: Letting is scheduled for January 2024.

**Pavements – Non-FA Secondary:**

**Project ID P040611:** 2022 Non-Federal Aid Secondary Pavement Improvement Program (2.300 Total Miles)

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: New Street (S-98 E): Bay Street (S-6) to Local Road (L-4274)  
Scott Street (S-132 E): US 21 Bus to Craven Street (S-62)  
East Street (S-136 E): Port Republic Street (S-375) to Local Road (L-4274)  
Laudonniere Street (S-176 E): Pigeon Point Road (S-107) to Rodgers Street (S-314)  
Darby Drive, Palmetto Street (S-255 N): ~0.04 mi S of National Street (S-228) to Sycamore Street (S-167)  
Laudonniere Street (S-314 E): Laudonniere Street (S-176) to Lafayette Street (S-211)  
Spectable Street (S-561 N): Lafayette Street (S-211) to Wilson Drive (S-191)
- Anticipated Project Cost: \$798,400
- Anticipated Construction Cost: \$798,400
- Schedule: Letting held January 11, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete. Packaged together with P040594, P040595, P040596, P040608 and P040610.

**Project ID P041574:** 2023 Non-Federal Aid Secondary Pavement Improvement Program (1.950 Total Miles)

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: Islands Causeway (S-129 N): US 21 to White Horse Road (L-5344)
- Anticipated Project Cost: \$1,035,700
- Anticipated Construction Cost: \$1,035,700
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041499, P041569, P041572, P041573 and P041575.

**\*Project ID P042087:** 2024 Non-FA Secondary Pavement Improvement Program (1.050 Total Miles)

- Scope: Reconstruction/Rehabilitation in Beaufort County
- Termini: S-129 N (Islands Causeway): White Horse Road (L-5344) to End State Maint
- Anticipated Project Cost: \$1,043,100
- Anticipated Construction Cost: \$1,043,100
- Schedule: Letting is scheduled for January 2024.

**Transportation Alternatives – Areas >5K & <200K:**

**C. \*Project ID P039801:** Old Shell Road Sidewalk Improvements (0.218 Total Miles)

- Scope: Sidewalk Improvements on Old Shell Road between US 21 and Pinckney Blvd.
- Termini: L-52 E (Old Shell Road): US 21 to Pinckney Blvd.
- Anticipated Project Cost: \$385,500
- Anticipated Construction Cost: \$333,250
- Schedule: Letting is scheduled for Winter 2024.

**State Funds – State Funded Project:**

**\*Project ID P040119:** Cross Island Parkway Toll Conversion (3.878 Total Miles)

- Scope: Convert the existing Cross Island Parkway toll facility (US 278) into a conventional non-tolled road.
- Termini: US 278 E (Sol Blatt Jr Pkwy)
- Anticipated Project Cost: \$14,000,000
- Anticipated Construction Cost: \$13,250,000
- Schedule: Notification of award issued January 20, 2022 to APAC Atlantic, INC. Current completion date set for 06/30/2023. Project is substantially complete 06/30/23.

## Jasper County:

- SCDOT anticipates construction to begin on approximately \$504,462,100 between fiscal year 2023 and 2028.

<b>Jasper County Transportation Funding Summary</b>		
<b>Program</b>	<b>Total Mileage</b>	<b>Funding</b>
Interstate Capacity	16.000	\$330,000,000
Pavements – Interstate	54.980	\$64,168,400
Bridge – Interstate/NHS	3.750	\$18,686,800
Pavements – Non-Interstate NHS	2.010	\$2,287,400
Pavements – Non-NHS Primary	17.560	\$13,781,800
Pavements – Non-FA Secondary	4.510	\$2,514,800
Pavements – FA Secondary	6.940	\$3,530,100
C Program	6.42	\$5,632,100
Rural System Upgrade - Lowcountry	4.100	\$44,000,000
Rural Road Safety	10.630	\$19,860,700
<b>TOTALS</b>	<b>126.920 miles</b>	<b>\$504,462,100</b>

## **Interstate Capacity**

**Project ID P040106:** I-95 Corridor Improvement from GA State Line to US 278 (16.000 Total Miles)

- Scope: I-95 Corridor Improvement from (MM0) GA State Line to Exit 8 US 278.
- Termini: I-95 N: MM 0 to 8  
I-95 S: MM 0 to 8
- Anticipated Project Cost: \$586,000,000
- Schedule: Letting is scheduled December 2024. See separate project update for further information.



## Pavements – Interstate

**\*Project ID P027550:** I-95 Resurfacing (near MM 33 to near MM 68 (NB/SB)) (54.980 Total Miles)

- Scope: Reconstruction of concrete/asphalt pavement along NB/SB lanes of Interstate 95 from MM 33 to MM 68 within Jasper, Hampton & Colleton Counties
- Termini: I-95 N: MM 33 to 68  
I-95 S: MM 33 to 68
- Anticipated Project Cost: \$66,818,400
- Anticipated Construction Cost: \$64,168,400
- Schedule: Letting held September 14, 2021. Project awarded to Eurovia Atlantic Coast, LLC. Contract completion date set for 08/31/2025. Contract Extension #1 for MM 0-4 signed 07/05/2022. Contract Extension #2 for MM 68-86 signed 10/14/2022. Concrete work remains on ramps on interchanges 38, 42, 53, and 68.

## Bridge – Interstate/NHS

**D. Project ID P030260:** I-95 SB over Bagshaw Swamp (0.750 miles)

- Scope: Bridge Replacement I-95 over Bagshaw Swamp
- Termini: I-95 S: MM 12.500 - 13.250
- Anticipated Project Cost: \$6,761,800
- Anticipated Construction Cost: \$5,386,800
- Schedule: Letting is scheduled for February 2024.

**E. Project ID P030481:** I-95 NB and SB over SC 46 (3.000 miles)

- Scope: Bridge Replacement I-95 over SC 46
- Termini: I-95 S: MM 5.000 -6.500  
I-95 N: MM 5.000 -6.500
- Anticipated Project Cost: \$15,450,000
- Anticipated Construction Cost: \$13,300,000
- Schedule: Project is currently being evaluated in conjunction with the I-95 Corridor Improvements (P040106).

## Pavements – Non-Interstate NHS

**Project ID P041492:** 2023 Primary Pavement Improvement Program - NHS (1.460 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: US 278 E (Independence Boulevard): Jnt ~0.5 mi W of Auto Mall Boulevard (L-114) to Beaufort County Line
- Anticipated Project Cost: \$1,221,600
- Anticipated Construction Cost: \$1,221,600
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041499, P041569, P041572, P041573, P041574 and P041575.

**\*Project ID P042100:** 2024 Primary Pavement Improvement Program - NHS (0.550 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: US 278 E (Independence Boulevard): Bridge Jnt @ I-95 NB to ~0.1 mi E of Willie Meaken Drive (L-1023)
- Anticipated Project Cost: \$1,065,800
- Anticipated Construction Cost: \$1,065,800
- Schedule: Letting is scheduled for November 2023.

## Pavements – Non-NHS Primary

**\*Project ID P040594:** 2022 Primary Pavement Improvement Program (5.530 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: SC 46 E (Okatie Highway, Plantation Drive): ~0.64 mi E Jenkins Avenue (S-176) to Beaufort County Line  
SC 170 E (Freedom Parkway, Okatie Highway): US 17 to SC 46  
SC 336 CON E (Russell Street): SC 336 to US 278
- Anticipated Project Cost: \$3,296,200
- Anticipated Construction Cost: \$3,296,200
- Schedule: Letting held January 11, 2022. Project rewarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete. Packaged together with P040595, P040596, P040608, P040610 and P040611.

**Project ID P041499:** 2023 Primary Pavement Improvement Program (6.100 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: US 17 N (Jacob Smart Boulevard): ~0.17 miles N of Captain Bill Road (S-77) to I-95 Off Ramp  
US 278 E (Independence Boulevard): US 17 to Bridge Joint at I-95 NB  
SC 462 E (Lowcountry Drive): Joint ~0.1 miles SW of SC 336 to ~0.3 miles SW of Rabbit Cleland Road (L-1062)
- Anticipated Project Cost: \$5,408,200
- Anticipated Construction Cost: \$5,408,200
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041569, P041572, P041573, P041574 and P041575.

**\*Project ID P042088:** 2024 Primary Pavement Improvement Program (5.930 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: US 601 N (Cypress Branch Road): US 321 to Hampton County Line
- Anticipated Project Cost: \$5,077,400
- Anticipated Construction Cost: \$5,077,400
- Schedule: Letting is scheduled for November 2023.

**Pavements – FA Secondary:**

**Project ID P039574:** 2021 Federal Aid Secondary Pavement Improvement Program (1.270 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Church Road (S-31 N): ~0.42 miles E of McElwee Estates Road (S-385) to US 321
- Anticipated Project Cost: \$581,500
- Anticipated Construction Cost: \$581,500
- Schedule: Letting held September 10<sup>th</sup>, 2020. Project awarded to Eurovia Atlantic Coast, LLC. Current contract completion scheduled for 04/07/2023.

**\*Project ID P040595: 2022 Federal Aid Secondary Pavement Improvement Program (2.780 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Malphrus Road (S-39 N): US 278 to Great Swamp Road (S-116)  
Sand Hills Road (S-119 N): 2.15 mi NW of US 321 to ~0.25 mi SE of Cypress Creek Bridge Structure
- Anticipated Project Cost: \$1,149,300
- Anticipated Construction Cost: \$1,149,300
- Schedule: Letting held January 11, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete. Packaged together with P040594, P049596, P040608, P040610 and P040611.

**Project ID P041573: 2023 Federal Aid Secondary Pavement Improvement Program (1.860 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Levy Road (S-34 E): ~0.43 miles NW of Macedonia Road (S-43) to SC 315
- Anticipated Project Cost: \$960,600
- Anticipated Construction Cost: \$960,600
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041499, P041569, P041572, P041574 and P041575.

**\*Project ID P042303: 2024 Federal Aid Secondary Pavement Improvement Program (1.030 Total Miles)**

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Sand Hills Road (S-119 N): ~1.4 miles SE of Band C Landing Road (S-201) to ~0.37 miles E of Band C Landing Road (S-201)
- Anticipated Project Cost: \$838,700
- Anticipated Construction Cost: \$838,700
- Schedule: Letting is scheduled for November 2023.

## **Pavements – Non-FA Secondaries:**

### ***\*Project ID P040596: 2022 Non-FA Secondary Pavement Improvement Program (1.780 Total Miles)***

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Malphrus Road (S-39 N): Great Swamp Road (S-116) to Tarboro Road (S-22)  
E Wilson Street, W Wilson Street (S-59 N): US 17 to S Logan Street (S-35)  
E Wilson Street (S-59 N): S Logan Street (S-35) to Wilson Street (S-157)  
Fifth Avenue, Miller Street (S-70 E): US 278 to (S-74)  
Owens Street (S-78 E): Fifth Avenue (S-70) to First Avenue (S-68)  
Jasper Street (S-79 N): SC 336 to Adams Street (S-61)  
Henry Street (S-128 E): Adams Street (S-61) to McCormack Avenue (S-127)  
Wilson Street (S-157 N): SC 336 to E Wilson Street (S-59)  
Yemassee Road (S-276 E): US 17 to ~0.07 mi SE of Point South Drive (S-427)  
Live Oak Road (S-348 E): US 278 to End State Maintenance
- Anticipated Project Cost: \$728,400
- Anticipated Construction Cost: \$728,400
- Schedule: Letting held January 11, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 06/30/2023. Project is approximately 75% complete, contractor is requesting additional time due to pavement marking delays and availability of concrete. Packaged together with P040594, P040595, P040608, P040610 and P040611.

### ***Project ID P041575: 2023 Non-FA Secondary Pavement Improvement Program (1.900 Total Miles)***

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Black Swamp Drive (S-49 N): US 321 to Hampton County Line  
Boyd Street (S-96 E): Bush Avenue (S-105) to US 17
- Anticipated Project Cost: \$928,500
- Anticipated Construction Cost: \$928,500
- Schedule: Letting held November 8<sup>th</sup>, 2022. Project awarded to Eurovia Atlantic Coast LLC with a contract completion date set for 11/15/2024. Packaged together with P041492, P041499, P041569, P041572, P041573 and P041574.

**\*Project ID P042304:** 2024 Non-FA Secondary Pavement Improvement Program (0.850 Total Miles)

- Scope: Reconstruction/Rehabilitation in Jasper County
- Termini: Hardeeville Industrial Park Road (S-413 N): US 17 to Stiney Road (S-104)  
Phillips Road (S-413 SPR N): Hardeeville Industrial Park Road (S-413) to End  
State Maint.
- Anticipated Project Cost: \$857,900
- Anticipated Construction Cost: \$857,900
- Schedule: Letting is scheduled for November 2023.

**Rural System Upgrade – Lowcountry:**

**F. Project ID 0039168:** US-17 Widening (4.100 Total Miles)

- Scope: Widen on US 17 from a 2-lane to a 4 lane divided highway from Georgia state line to SC-315
- Termini: US-17 S (Speedway Boulevard): State line to SC-315 (S Okatie Highway)
- Anticipated Project Cost: \$50,000,000
- Anticipated Construction Cost: \$44,000,000
- Schedule: Construction Letting was held August 11th, 2020. Project awarded to R. B. Baker Construction with a completion date of 01/26/2026. See separate project update for further information.

**Rural Road Safety:**

**\*Project ID P037076:** US-321 Safety Improvements (10.630 Total Miles)

- Scope: Safety Improvements from near US 17 to Purrysburg Road
- Termini: US-321 N (Deerfield Road): Near US 17 (Whyte Hardee Boulevard) to  
Jasper/Hampton County Line.
- Anticipated Project Cost: \$22,280,300
- Anticipated Construction Cost: \$19,860,700
- Schedule: Letting is scheduled for July 2023. Project awarded to J.R. Wilson Construction Co., Inc. with a contract completion date of November 30, 2024.

## **C-Program:**

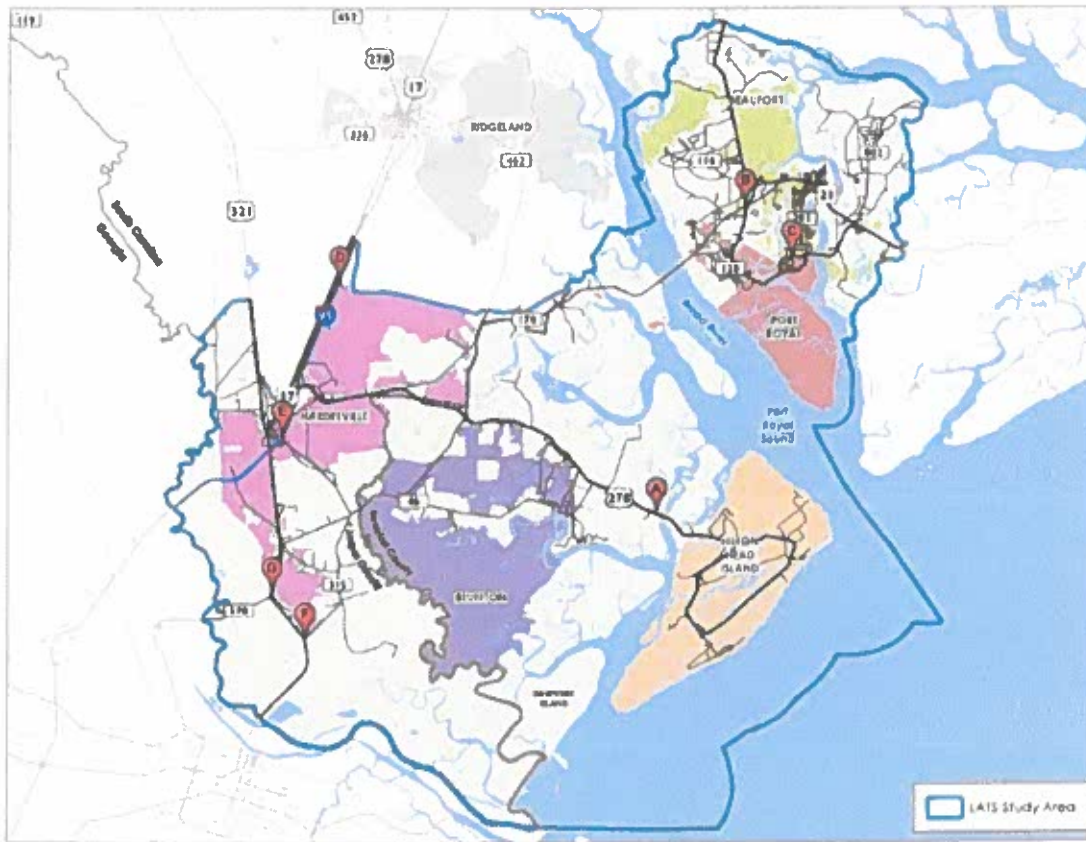
### ***\*Project ID P041809:*** Jasper CTC – state Langorfordville Road S-75 (6.420 Total Miles)

- Scope: Resurfacing of S-75 Langorfordville Road from S-87 to S-15 (06/16/22 IG); added SC 642 and S-425 (03/23/23 IG)
- Termini: SC 462 E (Gillison Branch Road)  
S-75 N (Langorfordville Road): (S-87) to (S-15)  
S-425 N (Frontage Road)
- Anticipated Project Cost: \$5,632,000
- Anticipated Construction Cost: \$5,631,000
- Schedule: Letting is scheduled for November 2023.

## **Locally Administered Projects - LPA (for information only – not included in summary)**

### ***Project ID P040503:*** Interstate 95 – New Interchange (Exit 3) Project (1.501 Total Miles)

- Scope: New interchange on I-95 at mile-marker 3 managed by Jasper County & City of Hardeeville. Design work being managed by SCDOT.
- Status: Consultant is working with USACE to develop Environmental Impact Statement (EIS) & Interchange Justification Report (IJR) for review and approval by SCDOT & FHWA. Conceptual Plans have been completed.
- Anticipated Project Cost: \$43,000,000
- Schedule: Project is currently being evaluated in conjunction with the I-95 Corridor Improvements (P040106).



For detailed information for all projects please visit our Programmed Map Viewer at the website below:

<https://www.scdot.org/business/projectviewer.aspx>





## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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*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](mailto:afulghum@jaspercountysc.gov)

Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

### **Progress Report October 3, 2023 – October 16, 2023**

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1. 2023 International City/County Management Association (ICMA) Conference:  
Attended conference in Austin, TX Oct. 3-4.
2. Exit 3:  
Discussion with outside counsel on Oct. 9. Project to be discussed with County Council in executive session on Oct. 16.
3. Various Development Projects:  
Scheduled to attend a meeting with County staff, SCA staff, and outside counsel on Oct. 11 to discuss active economic development projects.
4. Coroner's Office:  
Email exchange with Coroner inviting him to County Council executive session on Oct. 16.
5. Other Meetings/Events Attended or Scheduled to Attend:  
Savannah State of the Port 2023.

South Carolina Department of  
**Natural Resources**

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Robert H. Boyles, Jr.

**Director**

Ken Rentiers

Deputy Director for

**Land, Water and Conservation**

October 2, 2023

Mr. Andrew Fulghum, County Administrator  
Jasper County  
358 Third Ave  
PO Box 1659  
Ridgeland SC 29936

**RE: COMMUNITY ASSISTANCE VISIT**

Dear Mr. Fulghum:

A Community Assistance Visit has been scheduled with Lisa Wagner to discuss Jasper County's participation in the National Flood Insurance Program (NFIP), and to address any questions your Community may have about its responsibilities. It is scheduled to begin at 10:00 am on Wednesday December 6<sup>th</sup>, 2023 at 358 Third Ave.

The Department of Natural Resources, Flood Mitigation Program conducts these visits to maintain periodic contact with communities participating in the NFIP and to assess their needs for technical assistance and coordination. In addition, the visits provide an opportunity for assessing the effectiveness of local floodplain management ordinances and enforcement practices. Community officials involved in the floodplain management program and development review/approval process should be present during the meeting or available for questions.

In this regard, we ask that your staff have available at the meeting:

1. Copies of your current floodplain management ordinance(s) adopted in accordance with Section 60.3 of the Code of Federal Regulation (CFR). Your staff members should review and familiarize themselves with the ordinance prior to the meeting.
2. Records of permits for all development in the designated Special Flood Hazard Areas issued since July 2018.
3. Records of the as built lowest floor elevations (in accordance with Section 59.22 (a)(9)(iii), CFR) of structures built in the designated Special Flood Hazard Areas. Compliance records must be maintained (and presented at the meeting) on all development in Special Flood Hazard Areas, in order to ascertain whether or not the development complies with applicable floodplain management rules.

4. Appropriate staff to explain the process the Community uses to review proposed development in the Special Flood Hazard Areas, including new buildings and other structures; new and replacement manufactured homes; improvements to existing buildings and structures; development other than buildings such as dredging, filling, grading, paving, excavation or drilling operations, and stream or channel alterations and maintenance.
5. Appropriate staff to explain the process for reviewing new subdivision proposals including manufactured home parks and subdivisions in designated Special Flood Hazard Areas.
6. Appropriate staff to explain the Community's enforcement procedures including variance procedures and on-site inspection of construction in the Special Flood Hazard Areas.
7. Records of all variances requested (denied or approved).
8. Questions or concerns the Community may have pertaining to the Flood Insurance Rate Map and the Flood Insurance Study including their accuracy, completeness, or need for other data.

I will need to tour the floodplain areas to familiarize myself with your Community and the types of development occurring and would like the Floodplain Administrator to accompany me.

Should you have any questions regarding the Community Assistance Visit, please contact me at (803) 734-0042 or [brownhl@dnr.sc.gov](mailto:brownhl@dnr.sc.gov).

Sincerely,



Heather Brown, CFM  
NFIP Specialist

CC: Lisa Wagner, Dir. Planning & Bldg. Services, Jasper County  
Pier Janrhatt, FEMA Region IV  
Maria Cox Lamm, NFIP State Coordinator



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Andrew P. Fulghum  
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Tisha L. Williams  
Executive Assistant

[twilliams@jaspercountysc.gov](mailto:twilliams@jaspercountysc.gov)

September 27, 2023

**VIA Electronic Mail Delivery**

City of Hardeeville  
205 Main Street  
Hardeeville, South Carolina 29927

Re: Letter of Support

To Whom it may Concern:

I am writing to indicate Jasper County's support for the City of Hardeeville's Federal Lands Access Program Grant Application, for a multi-use path connecting the City's Millstone Landing to the King Fisher Recreation Area and the Savannah National Wildlife Refuge Visitors Center. Both Jasper County and the City of Hardeeville are truly committed to providing connectivity to its residents and guests alike.

This multi-use path project will serve a need for our local communities, while fostering the possibilities to allow for future connectivity to our surrounding neighbors. Pathways such as the Hardeeville Trail Project will also aid in cultivating more economic impacts for our area as we are seeing unprecedented growth within our County. As the County and City see major growth and development respectively, we both understand the mission to ensure that the quality of life along with Cultural and Natural Resources are not just celebrated but also preserved. This Trail Project is a welcome added benefit that will help support that mission.

With our growth, it's also important to safeguard our unique and natural environment that the Lowcountry provides. The trail explores the bottomlands of the marsh along the Savannah River as well as the creeks along its path, that also provides a Wildlife Sanctuary while also allowing preservation of its habitats. This pathway helps to ensure our natural resources are preserved and accessible for all to enjoy for generations.

We are strong supporters of the City and work closely on projects that have a mutual benefit for all the residents of the County. Jasper County urges your careful consideration of this application.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a long horizontal stroke.

Andrew P. Fulghum, ICMA-CM

NOVEMBER

3

2023

# JASPER COUNTY HEALTH & BENEFITS FAIR



Jasper County Government Building  
Council Chambers  
358 3rd Avenue, Third Floor  
Open to Jasper County and Town of Ridgeland  
employees, retirees, and dependent spouses.

**FREE HEALTH SCREENINGS**  
**(Must be enrolled in PEBA's Health Plan)**

**8:00am to 12:00pm**

**HEALTH & BENEFITS FAIR INCLUDES:**

- Information from vendors such as: United Way, Aflac and Colonial Life
- Information from Palmetto EAP
- Local Banks will be present, with information.
- Free health screenings and flu shots!

**APPOINTMENTS ARE REQUIRED**  
Call Jasper County Human Resources at  
(843) 717-3680 or email Miranda Graham at  
[mgraham@jaspercountysc.gov](mailto:mgraham@jaspercountysc.gov).

# Selena Humbert



Selena is the current Communications Supervisor for Jasper County Emergency Services. In 2022 she received a commendation from the Attorney General and the Chairman of the South Carolina Human Trafficking Task Force. She has answered over 50,000 calls during her tenure with the county. She is married to her best friend. Selena has a stepdaughter and is also expecting, with a due date of December 2023.

## Selena's Favorites

Holiday: Christmas

Season: Winter

Color: Gray

Hobbies: Going out in the river with her family. She enjoys hunting and relaxing on her front porch.

Place Traveled To: Carrollton, GA

Dream Travel Destination: Alaska

If you won \$1,000,000, what would you do with it?

Help my family in whatever ways they needed.  
Buy land and build a big house with a wrap-a-round porch.



Every waking moment is enough and excess never leads to better things, it only piles and piles on top of the things that are already abundantly in front of you.  
-Zach Bryan



# TRUNK OR TREAT

October 31, 2023 | 6-7:30 PM  
12008 N Jacob Smart Blvd.  
Ridgeland, SC 29936

IF YOU'RE INTERESTED IN HOSTING A TRUNK, PLEASE CONTACT  
PAULA PETERS AT [PBETERS@JASPERCOUNTYSC.GOV](mailto:PBETERS@JASPERCOUNTYSC.GOV).



This event is hosted by the Jasper County Sheriff's Office





JASPER COUNTY  
SCHOOL DISTRICT

# District's Data Discussion (D<sup>3</sup>)- State Report Card

You are cordially invited to attend our district data discussions!

Ridgeland Secondary Academy of Excellence Auditorium  
250 Jaguar Trail, Ridgeland, SC 29936

October 16, 2023

10:00 AM - 11:00 AM and 5:30 PM - 6:30 PM

Hardeeville Jr-Sr High School Auditorium  
150 Hurricane Alley, Hardeeville, SC 29927

October 17, 2023

10:00 AM - 11:00 AM and 5:30 PM - 6:30 PM

Excelling Beyond Barriers on our Journey to Excellent!!

## Andrew Fulghum

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**From:** Andrew Fulghum  
**Sent:** Wednesday, October 4, 2023 12:26 PM  
**To:** Lyn Tindal  
**Cc:** Tisha L. Williams  
**Subject:** Re: Keep Jasper County Beautiful

Lyn:

Thanks for the update. It's fun to be able to watch your program grow. Keep up the good work!

—Andy

Andrew P. Fulghum  
County Administrator  
Jasper County, SC  
(843) 717-3690

On Oct 4, 2023, at 9:52 AM, Lyn Tindal <ltindal@jaspercountysc.gov> wrote:

Andy:

I have not forgotten you! I have completed my January -September reporting to Keep America Beautiful and they compile our data. I am waiting on that report to report to County Council. Our litter crew is averaging 2 tons per month, and we have received several accolades from our pick-ups. We held a community litter pick up at New River Landing for World Clean Up Day and picked up 2.2 tons at the landing and on the road at the landing. We had 17 volunteers to assist. Our Adopt A Highway groups are averaging 2 pick ups monthly. I am planning a TARP IT Day with local law enforcement. Construction debris and litter from waste trucks are becoming a major litter contributor of our county. I am working closely with Devonte with JCPRT to monitor and assist picking up litter at the landings. I have presented at 6 Jasper County School events and partnering with Legacy, Ridgeland High School, and John Paul with Adopt A Highway/Park/Neighborhood group. We have 12 people referred from the 14 Circuit Solicitors Office for community service. The average hours designated from the Solicitor's Office per person is 60. I place them and supervise the pick-up. I attend seminars, Zoom meetings, community meetings and continue to solicit AAH and volunteers for KJCB. I will give you a detailed number of tons of litter/volunteers/volunteer hours/cost avoidance report when KAB completes our data.

Our numbers are strong for a young affiliate, and we are striving to lower the litter index. As Jasper County grows, which we are the fastest growing county in the state, we will continue to battle the litter problem. I am confident that we are at least keeping our roads, parks, landings, and public space cleaner and greener than in previous years and the public is aware of our mission.

Just FYI, I am working closely with the South Carolina Welcome Centers, Hardeeville Welcome Center and JCPRT to bring more tourist to our amazing Jasper county. We are hosting a breakfast or lunch for all the Welcome Centers at the Blue Heron Nature Center in January 2024 to show case our County. I plan to attend the SC Welcome Center Conference in November representing the blue Heron Nature Center and of course, my beloved Jasper County.

Thank you and the Jasper County Council for your continued support and words of praise for our volunteers. Volunteers Make A Difference!

Best,  
Lyn

**Lyn Boyles**

Executive Director

321 Bailey Lane

Ridgeland, South Carolina 29936

843-726-7611 (o)

[ltindal@jaspercountysc.gov](mailto:ltindal@jaspercountysc.gov)

[www.jasperconservationdistrict.com](http://www.jasperconservationdistrict.com)

KEEP JASPER CLEAN, GREEN & NATURAL!



## NOTICE OF MEETING

**SouthernCarolina Regional Development Alliance**

**Board of Directors Meeting, Wednesday, October 25, 2023**

**USC Salkehatchie ~ Allendale Campus Atrium  
465 James Brandt Blvd., Allendale, SC 29810**

**5:30 p.m. ~ Social networking, 6:00 P.M. ~ Board meeting**



**Please RSVP to Becky Beyer at 803.541.0023 or [bbeyer@southerncarolina.org](mailto:bbeyer@southerncarolina.org)**

# AGENDA

ITEM # 14 thru 19

Consent Agenda Items

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION # R-2023-19**

**RESOLUTION OF JASPER COUNTY COUNCIL**

To declare certain property to be surplus and authorize its sale or disposition – Emergency Services Division – Self Contained Breathing Apparatus and Cylinders

**WHEREAS**, the Jasper County Emergency Services Director has advised the County Chief Procurement Officer that several self-contained breathing apparatus (SCBAs) and spare SCBA Cylinders which were acquired during the consolidation of the Levy Volunteer Fire Department into the Emergency Services Division, are non-useable due to their composition, incompatibility, or exceeding their service life in the fire service industry, and

**WHEREAS**, the Emergency Services Division requests the County declare the property surplus, and allow the Emergency Services Division to liquidate the items identified in Exhibit ‘A’ as attached to this document, and

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

**NOW THEREFORE, BE IT RESOLVED** that the property identified in Exhibit ‘A’ 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 1) the Chief Procurement Officer of the County is authorized and directed to coordinate with the Emergency Services Division Director in the liquidation of the property in accordance with that Ordinance, including the use of on-line liquidation services

such as Gov.deals; 2) the County Administrator is authorized to execute a bill of sale or transfer of surplus self-contained breathing apparatus and cylinders and provide such other necessary and desirable documents as may be needed to accomplish the auctioning/liquidation; and 3) the County Administrator and the Director of Administrative Services is authorized to place the proceeds in the “Miscellaneous Revenue” account of the County. nominally utilized in the County’s use of online property liquidation services.

This Resolution made this \_\_\_\_\_ day of October, 2023.

\_\_\_\_\_  
L. Martin Sauls, Chairman

ATTEST:

\_\_\_\_\_  
Wanda Simmons, Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder

\_\_\_\_\_  
Date

## Exhibit 'A'

<u><i>Pallet # 1 (Cylinders)</i></u>	Manufacture Date
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
msa	6 of 2009
scott	2 of 2003
scott	6 of 2003
scott	2 of 2003
scott	6 of 2005
scott	6 of 2003
scott	6 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
sci	5 of 2005
isi	5 of 2003
sci	5 of 2005
sci	5 of 2005
isi	3 of 2003
isi	3 of 2000
isi	6 of 2002
msa	6 of 2009
sci	5 of 2005
isi	5 of 2003



carleton	7 of 2006
carleton	7 of 2007
carleton	7 of 2007
carleton	7 of 2007
carleton	7 of 2007
carleton	7 of 2006
carleton	7 of 2007
carleton	7 of 2007
carleton	7 of 2006
Survivair	5 of 1995

**Pallet # 2**

24 isi masks

24 isi packs a Variety of Viking and Magnum

**Pallet # 3**

1 MSA pack and mask in  
box

13 MSA Firehawk SCBA      NFPA2007  
packs                              Edition

3 MSA mask's

**STATE OF SOUTH CAROLINA**  
**COUNTY OF JASPER**  
**RESOLUTION NO. R-2023-20**

A RESOLUTION APPROVING THE SOLE SOURCE PROCUREMENT OF A LEKTRO AIRCRAFT TOW VEHICLE, WITH SPECIFIED OPTIONAL ACCESSORIES, FOR SKYBLUE AVIATION FBO, RIDGELAND -CLAUDE DEAN AIRPORT.

WHEREAS, SkyBlue Aviation, a subsidiary wholly owned Jasper County entity, operates the airport FBO and currently provides aviation fuel for purchase by the flying public;

WHEREAS, SkyBlue Aviation also operates an approximate 184,000 square foot aircraft parking ramp at Terminal North for the convenience of the transient and based aircraft customers;

WHEREAS, the SkyBlue Aviation aircraft customer base now includes single-engine piston, multi-engine piston, single-engine piston and multi-engine turbine helicopters, single-engine and multi-engine turbine airplane with maximum gross takeoff weights up to and including 45,000 lbs;

WHEREAS, SkyBlue Aviation has identified the need for a aircraft tug on occasion to reposition aircraft on the ramp based upon fueling, scheduling and logistical needs;

WHEREAS, SkyBlue Aviation receives requests from turbine aircraft customers for ground power unit (GPU) assist to preserve aircraft batteries during starting, refueling, and ground heating/cooling operations;

WHEREAS, SkyBlue Aviation likewise expects to receive requests from piston aircraft customers for ground power unit (GPU) assists for depleted batteries;

WHEREAS, SkyBlue Aviation expects to provide aircraft towing services to its future T-hangar rental customers;

WHEREAS, County staff and the Airport Manager specifically has researched the matter and determined there is only one provider of appropriate equipment to meet the needs of the Airport, being LEKTRO, whose address is 1190 S.E. Flightline Drive, Warrenton, Oregon 97146 – 9692; and

WHEREAS, the Lektro series of aircraft tugs provide the only known self-propelled battery-powered aircraft tug having both tow capabilities and GPU capabilities located on the same vehicle chassis, with tow adapters available for the General Aviation (GA) fleet customers currently procuring FBO services from SkyBlue Aviation and operating at the Ridgeland – Claude Dean Airport.

NOW, THEREFORE, BE IT RESOLVED, by Jasper County Council, in a meeting duly assembled, that:

1. The Jasper County Council hereby ratifies the sole source procurement of the aforementioned Lektro Aircraft Towing Vehicle, Model AP8700CX in the estimated amount of \$100,592.00.
2. Appropriations for the equipment to be extracted from the proceeds of the County's 100% match of the \$2,500,000 South Carolina Department of Commerce Rural Initiative Grant.
3. The County Administrator and his designees are hereby authorized to execute Order Confirmation #92023SC providing for the manufacture and delivery of the Lektro Model AP8700CX and associated attachments to SkyBlue Aviation FBO.

SIGNED, SEALED AND DATED, this 16<sup>th</sup> day of October 2023.

\_\_\_\_\_  
L. Martin Sauls, IV, Chairperson

\_\_\_\_\_  
Wanda Simmons, Clerk to Council

Approved as to Form:

\_\_\_\_\_  
David L. Tedder, Jasper County Attorney      Date



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:** Coosawhatchie 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*

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Jasper County

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Date

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Name, Title

# AIA<sup>®</sup> 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**

AGREEMENT made as of the Sixth day of September in the year Two Thousand Twenty-Two  
*(In words, indicate day, month, and year.)*

BETWEEN the Owner:  
*(Name, legal status, address, and other information)*

Jasper County  
358 3<sup>rd</sup> Avenue, Suite 306-A  
Ridgeland, SC 29936

and the Construction Manager:  
*(Name, legal status, address, and other information)*

M. B. Kahn Construction Co., Inc.  
101 Flintlake Road  
Columbia, SC 29223  
803-736-2950

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

Capital Improvements and Investment Plan

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

To be determined

The Owner and Construction Manager 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.

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.

init.

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION**
- 2 GENERAL PROVISIONS**
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 8 DISCOUNTS, REBATES, AND REFUNDS**
- 9 SUBCONTRACTS AND OTHER AGREEMENTS**
- 10 ACCOUNTING RECORDS**
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 12 DISPUTE RESOLUTION**
- 13 TERMINATION OR SUSPENSION**
- 14 MISCELLANEOUS PROVISIONS**
- 15 SCOPE OF THE AGREEMENT**

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

**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, as described in Section 4.1.1:

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

The scope of this Agreement includes those projects identified in the Jasper County Capital Improvements and Investment Plan as well as any future projects that the Owner may identify for inclusion in this Agreement. The Owner will determine which projects are to be undertaken and will authorize the Construction Manager in writing to proceed with the Preconstruction Services phase of each said project, including preparation of a Guaranteed Maximum Price (GMP) proposal for each project. Upon the Owner's acceptance of any such GMP proposal, the Construction Manager will prepare a separate GMP Amendment (Exhibit A) and Insurance and Bonds (Exhibit B) for execution prior to starting the Construction Phase of each project.

**§ 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.)*

Init.

The Owner will identify the projects to be included in this Agreement and will provide the appropriate documents for those projects.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

The budget for each project will be provided as part of the documentation noted in 1.1.2.

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

- .1 Design phase milestone dates, if any:  
To be determined individually for each project.
- .2 Construction commencement date:  
To be determined individually for each project.
- .3 Substantial Completion date or dates:  
To be determined individually for each project.
- .4 Other milestone dates:  
To be determined individually for each project.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

To be determined individually for each project.

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

To be determined individually for each project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager 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 Construction Manager 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.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

None noted at this time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Andrew W. Fulghum, County Administrator  
Jasper County  
358 3<sup>rd</sup> Avenue, Suite 306-A  
Ridgeland, SC 29936

Init.

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

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

To be determined individually for each project.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To be determined individually for each project, if needed.

.2 Civil Engineer:

To be determined individually for each project, if needed.

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

To be determined individually for each project, if needed.

§ 1.1.11 The Architect's representative:

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

The Architect has not been selected as of the time of execution of this Agreement. The Architect's representative will be identified at the time of Architect selection.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

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

William W. Cram, Executive Vice President  
M. B. Kahn Construction Co., Inc.  
101 Flintlake Road  
Columbia, SC 29223  
803-736-2950

Init.



§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

The Construction Manager shall provide sufficient qualified staff to meet the requirements of the program.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

*(List any Owner-specific requirements for subcontractor procurement.)*

The Owner and Construction Manager will collaborate in establishing requirements for subcontractor procurement.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None noted at this time.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 3.1 Preconstruction Phase**

##### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### **§ 3.1.3 Consultation**

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

##### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

##### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** 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 Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### **§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### **§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment

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opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. All procurement shall comply with Jasper County's procurement policy and will follow the County's ordinance, provided that it is not superseded by State or Federal law.

#### **§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

The Construction Manager shall provide Other Preconstruction Services for any project upon request from the Owner. Compensation adjustment, if any, will be agreed to in writing prior to the performance of any additional preconstruction services.

#### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a Five Percent (5.00%) contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency amount shall be clearly identified in the GMP Proposal and the GMP Amendment, Exhibit A. The Owner acknowledges that the Construction Manager may use the Construction Manager's contingency to cover unanticipated costs including, but not limited to items such as estimating errors; unforeseen construction problems; market changes including material escalation costs; scope gaps; weather conditions; late or expedited deliveries; manpower shortages; cost of punch list work not covered by the Subcontractors; and other costs allowable under Article 7, Cost of the Work for Construction Phase..

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a

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Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. 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.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing 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.

**§ 4.1.4.3** The Owner, when such services are requested, 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.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** 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.

### **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** 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.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

A Fee equal to One and One-Half Percent (1.50%) of the total budget for each project plus the cost of providing Preconstruction Services as defined herein:

**COST OF PRECONSTRUCTION SERVICES**

**1.1** The cost of Preconstruction Services provided by Construction Manager may include, but are not limited to, the following: project manager; site manager; assistant site manager; estimators and other preconstruction phase staff; office, project and scheduling engineers; clerical staff; supplies and equipment; project vehicles; project signs; progress photographs; project insurance and taxes.

**1.2** Items purchased by Owner shall become the property of Owner upon the completion of the Project. Items rented by Owner from the Construction Manager shall remain the property of Construction Manager upon the completion of the Project.

**1.3 COST OF PRECONSTRUCTION SERVICES ITEMS**

**1.3.1** Owner will reimburse Construction Manager for all costs and expenses of Preconstruction Services items including but not limited to the following:

- .1** The pro-rata wages and the associated cost of program personnel, including the salaries of the project manager, site manager, assistant site manager, estimators and other preconstruction phase staff, office, project and scheduling engineers, clerical staff, and home office employees while engaged on the Project whether on-site or off-site.
- .2** The cost to provide statutory benefits required by law, such as FICA, Workmen's Compensation, Unemployment Insurance, etc., at the rate of 23 percent of wages. The cost of group employee benefits such as medical insurance, disability benefits, deferred compensation / profit sharing plans, etc., shall be reimbursed at the rate of 34 percent of wages or salaries paid to such employees for work in connection with the Project.
- .3** The expense of equipment, including computers and vehicles, owned by Construction Manager.
- .4** The expense of equipment rented from others including the cost of field offices.
- .5** The amount of all sales, use, gross receipts and other taxes paid in connection with the project.
- .6** The cost of permits and licenses as required by the Contract Documents.
- .7** The cost of transportation and living expenses for the program personnel including project manager, site manager, assistant site manager, estimators and preconstruction staff, and office, project engineer, and scheduling engineers when traveling in connection with the Project.

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- .8 The cost of shipping and postage related to the Project.
- .9 The cost of all telephone charges related to the Project.
- 1.4 Preconstruction Services costs may also include services normally arranged for and managed by the Owner. This would include items such as testing, inspections, specialty consultants, surveying, document reproduction, signs, licenses and other miscellaneous items requested by the Owner.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Not applicable.

Individual or Position	Rate
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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Sixty ( 60 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty ( 60 ) 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 Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

Prime plus 2.00 % Prime plus Two Percent per annum.

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

The Construction Manager's Fee will be based on a percentage of the Cost of the Work for each project, and will be converted to a Lump Sum upon execution of the GMP Amendment for each project. The following fees shall apply to the projects based on the estimated Cost of the Work:

- Up to \$2,000,000: Seven and one-half percent (7.50%).
- \$2,000,001 - \$5,000,000: Six percent (6.00%).
- \$5,000,001 - \$10,000,000: Five percent (5.00%).
- Over \$10,000,000: Four and one-half percent (4.50%).

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**§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:**

For additive change orders the fee will be increased based on the original fee percentage for the project. There will be no fee adjustment for deductive change orders.

**§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:**

Subcontractors will be limited to Ten Percent (10.00%) for self-performed work and Five Percent (5.00%) for work performed by their subcontractors.

**§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.**

**§ 6.1.6 Liquidated damages, if any:**  
*(Insert terms and conditions for liquidated damages, if any.)*

Provision for liquidated damages, if any, will be established during the development of the Guaranteed Maximum Price for each project, and will be set forth in Exhibit A.

**§ 6.1.7 Other:**  
*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

Savings, if any shall be divided with 75% accruing to the Owner and 25% accruing to the Construction Manager.

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction

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Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when working on the project, whether stationed at the site or off site.

*(Paragraphs deleted)*

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3 at a standard rate of Fifty-seven Percent (57.00%) of wages or salaries.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. All subcontractor selections will be made in accordance with M. B. Kahn's subcontracting policies and will be incorporated into M. B. Kahn's Subcontractor Default Protection Plan. For the purpose of payment under this Agreement Owner will pay Construction Manager 1.20% of each subcontract cost, payable in full upon execution of each subcontract agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. For purposes of payment under this Agreement the cost of General Liability insurance is equal to 1.15% of the GMP and the cost of Payment and Performance Bonds is equal to 0.83% of the GMP, and both are payable in full upon execution of the GMP Amendment.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

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- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

**§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 11.1.7.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

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- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Three and one-half percent (3.50%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

Retainage shall be reduced to a maximum of One percent (1.00%) upon issuance of a certificate of Substantial Completion.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same



basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Prime plus 2.00 % Prime plus Two percent

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction in Jasper County, SC.
- Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 13 TERMINATION OR SUSPENSION**

**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

The Termination Fee shall be 20% of the Construction Manger's Fee on the unperformed portion of the Work at the time of termination.

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**13.4 Right to Cure**

Notwithstanding any of the previous provisions of Article 13, either party shall have 14 days to "cure" or provide a suitable plan for "curing" any alleged default or reason for termination.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) in the aggregate.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Umbrella Insurance	Not less than Ten Million Dollars (\$10,000,000.00)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

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**ARTICLE 15 SCOPE OF THE AGREEMENT**

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

§ 15.2 The following documents comprise the Agreement:

- .1 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
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:  
(Check all boxes that apply.)

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.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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



OWNER (Signature)

Mr. Andrew Fulghum County Administrator  
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

William w. Cram Executive Vice President  
(Printed name and title)

Int.



## 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](mailto:kburgessr@jaspercountysc.gov)

### Jasper County Council Quotation Presentation Replacement of HVAC Unit at Robertville Community Center

<b>Meeting Date:</b>	October 16, 2023
<b>Subject:</b>	Presentation of quotation for the replacement of the HVAC unit at Robertville Community Center
<b>Recommendation:</b>	Council accept the bid from R.S. Andrews of SC for a 5-ton Trane HVAC unit and to allow the County Administrator to sign all documents necessary to complete the project.

**Description:** Jasper County advertised for sealed bids to replace an HVAC unit at Robertville Community Center. The bids were due at 1:00 PM on September 27, 2023. One bid was received from R. S Andrews of SC, Bluffton, SC in the amount of \$21,950.00.

**Recommendation:** Staff recommends that the County Council accept the bid from R. S. Andrews of SC for a Trane 5-Ton heat pump in the amount of \$21,950.00 and to allow the County Administrator to enter into an agreement for the purchase and delivery of the equipment.

**Attachments:**

R. S. Andrews of SC Quote #23-5354  
Bid Tab Sheet  
Invitation to Bid Advertisement  
Invitation to Bid

**R S Andrews of SC**  
**PO Box 1654**  
**Bluffton, SC 29910**

**Estimate**

Date	Number
8/25/2023	23-5354

Bill To Address:
Jasper County P.O. Box 1149 Ridgeland, SC 29936

Work\Ship Address:
Jasper County 9731 Cotton Hill Road Pineland, SC 29934

Agreement #	PO #	Terms	Due Date	Sales Rep	WO #
		COD	08/25/2023	Charles Wetmore	

Item	Description	Quantity	Price	Amount
15 HVAC Replacement	Heating & Cooling  By Charles Wetmore on 8/25/2023 at 9:37:53 AM:  Replace 5 ton Trane RTU with:  With new, TRANE 5 ton RTU system. Includes crane rental, adapter curb, accessories, removal and disposal of old system.	1.00	\$21,950.00	\$21,950.00

We appreciate you and your business!

<b>Sales Tax</b>	\$0.00
<b>Total</b>	\$21,950.00
<b>Balance Due</b>	\$0.00

Phone #	Fax #	E-mail
843-706-5090		service@gorsandrews.com



# Jasper County Bid Sheet

HVAC Replacement - Robertville  
Community Center

Address 9/27/2023 Amount of Bid

Company Name	Address	Amount of Bid	Remarks/Total
R.S. Andrews of SC	P.O. Box 1454 Bluffton, SC 29910	\$21,950.00	



## Kimberly Burgess

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**From:** South Carolina Business Opportunities <noreply@mmo.sc.gov>  
**Sent:** Thursday, August 24, 2023 11:43 AM  
**To:** Kimberly Burgess  
**Subject:** SCBO Advertisement Submission

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

**NOTICE:**

Please note: The SCBO advertisement deadline is **12:00 noon** each weekday.  
Ads submitted after that time may not appear in SCBO until the next business day.

Your SCBO advertisement (**AD# 42785**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

**Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.**

The information you submitted for the advertisement is included below:

**Category:** Minor Construction

**Advertisement Date:** Thu, 08/24/2023 - 00:00

**Project Name:** Replace Air Conditioning Unit--Robertsville Community Center

**Project Number:** IVTB #2024-5

**Project Location:** Robertsville, SC

**Description of Project/Services:**

Jasper County is seeking sealed bids for the replacement of an air conditioning unit at the Robertsville Community Center. A link to the County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov). A pre-bid meeting is scheduled for 11 AM September 6 at the community center. Attendance is not mandatory but highly recommended.

**Quote Due Date/Time:** Wed, 09/27/2023 - 13:00

**Construction Cost Range:** \$10,000 - \$100,000

**Agency Project Coordinator:** Olan Roberts

**Email:** [oroberts@jaspercountysc.gov](mailto:oroberts@jaspercountysc.gov)

**Telephone:** (843) 368-3194

**Project Details:** <http://www.jaspercountysc.gov>

**Ad Creation Date:** Thu, 08/24/2023 - 11:43



**JASPER COUNTY  
IVTB #2024-5  
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for the REPLACEMENT OF AIR CONDITIONING UNIT, Robertsville Community Center, 9731 Cotton Hill Road, Robertsville, SC 29934 by Jasper County, South Carolina, until 1:00 p.m., September 27, 2023, at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Jasper County Government Building, 358 3<sup>rd</sup> Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division  
Jasper County  
Clementa C. Pinckney Government Building  
358 3rd Avenue, Suite 304  
P.O. Box 1149  
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at [www.jaspercountysc.gov](http://www.jaspercountysc.gov). All bids delivered should clearly indicate IVTB #2024-5 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building  
358 3rd Avenue  
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Olan Roberts, Building Maintenance Mgr., at [oroberts@jaspercountysc.gov](mailto:oroberts@jaspercountysc.gov) or (843) 368-3194.

**Scope of Work:**

The contractor will furnish and supply all materials, equipment, and labor required to complete the scope of work as outlined below. This project will consist of, but is not limited to the following scope of work:

- Remove and dispose of current rooftop unit.
- Install a 5-Ton heap pump rooftop unit with a 10KW backup heat kit and 3-phase power.
- Replacement of all specs on unit.
- Replace adaptor curve.
- Install new roof curb.

**Bid Requirements:**

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 and a certificate of insurance with evidence of liability and workers compensation coverage.



**JASPER COUNTY  
IVTB #2024-5  
NOTICE TO BIDDERS**

A pre-bid meeting schedule for 11AM on September 6, 2023, at the Robertsville Community Center, 9731 Cotton Hill Road, Robertsville, SC 29934. The meeting is not mandatory, but it is recommended that potential Bidders attend as the current roof is scheduled for replacement.

Bid security shall be required and shall be an amount equal to at least five percent of the amount of the bid, if the bid is greater than \$50,000. 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 contract price is greater than \$50,000.)

Each Bidder must be qualified under the provisions of the most current State of South Carolina Contractor's Licensing Law Code. No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law. By submitting a bid, the Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the bid. The successful bidder shall possess a Jasper County business license.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid 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.

**STATE OF SOUTH CAROLINA**

**COUNTY OF JASPER**

**RESOLUTION/PROCLAMATION NUMBER #R-2023-21**

**A resolution of Jasper County Council approving an Intergovernmental Agreement regarding Fire Protection and Emergency Services between Jasper County, South Carolina and the Town of Ridgeland, and matters related thereto**

**Whereas**, a regular meeting of the Jasper County Council was held in Jasper County Council Chambers on October \_\_\_\_, 2023 at 6:30 pm with a majority of County Council members being present and constituting a quorum to consider this Resolution; and

**Whereas**, the County Council of Jasper County, South Carolina desires to enter into a fire protection and emergency services agreement with the Town of Ridgeland, and in connection therewith has submitted an agreement to the Town of Ridgeland for its consideration, a copy of which is attached hereto and incorporated herein as Exhibit ‘A’; and

**Whereas**, the Jasper County is authorized under South Carolina Code of Laws to enter into agreements with other governmental entities for the provision of governmental services; and

**Whereas**, all funds expended by the Jasper County to fulfill its obligations under the Agreement set forth in Exhibit ‘A’ shall be paid to the Town of Ridgeland, South Carolina in three (3) annual payments as set forth in Exhibit “A”; and

**Whereas**, the Agreement marked Exhibit ‘A’ attached hereto and made a part hereof, between Jasper County South Carolina and the Town of Ridgeland for Fire Protection and Emergency Service(s), be approved and accepted and is hereby approved and accepted in all respects.

**Now Therefore, be it resolved** by the Jasper County Council, the Council Duly assembled, that:

The Jasper County Council finds the best interests and public welfare of the citizens of Jasper County makes it desirable to enter into the Fire Protection and Emergency Service Agreement with the Town of Ridgeland, and hereby authorizes and approves the Fire Protection and Emergency Service Agreement attached hereto and incorporated by reference herein as **Exhibit ‘A’**, to be executed by the Jasper County Administrator.

**And be it further resolved** that the Jasper County Administrator is delegated with the authority to negotiate and make further changes or amendments to the contract as approved for legal sufficiency by the Jasper County attorney provided the amount and duration of consideration approved by the resolution is not altered or amended without Jasper County Council approval.

GIVEN UNDER MY HAND THIS \_\_\_\_\_  
DAY OF OCTOBER, 2023.

\_\_\_\_\_  
L. Martin Sauls, IV  
Chairman, Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Simmons, Clerk to Council

APPROVED AS TO FORM:

\_\_\_\_\_  
David L. Tedder  
County Attorney

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF JASPER AND THE TOWN OF RIDGELAND  
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of October, 2023, by and between the County of Jasper, South Carolina and the Town of Ridgeland, South Carolina.

WHEREAS, Jasper County desires to provide for its citizens in the areas surrounding Ridgeland the increased fire protection and emergency services that are available through a fire and emergency services contract with the Town of Ridgeland, and provide further for mutual aid between the Town of Ridgeland and Ridgeland Rural Fire District; and

WHEREAS, both Jasper County and the Town of Ridgeland agree that it is in the best interests of their citizens to secure, by agreement, both a Fire and Emergency Services Agreement and Mutual Aid Agreement to provide supplemental fire and emergency services to each other; and

WHEREAS, both Jasper County and the Town of Ridgeland have consulted with each other in order to assess the long-term needs of the representative jurisdictions and the manpower and financial resources needed to provide the appropriate level of service; and

WHEREAS, Section 5-7-60 of the Code of Laws of South Carolina authorizes the municipality to perform many of its functions and provide many of its services in areas outside the corporate limits by contract and to make charges thereof; and

WHEREAS, Section 4-21-10 of the Code of laws of South Carolina provides authority for a governing body of a county to provide fire protection and ambulance services by contract with municipalities and for the charging of a service fee for services; and

WHEREAS, Section 6-1-330 of the Code of Laws of South Carolina provides authority for a local governing body to adopt service or user fees; and

THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the Town of Ridgeland, South Carolina shall provide fire protection and emergency services to a portion of the Ridgeland Rural Fire District, as hereinafter described in Exhibit "A", and that Jasper County and the Town of Ridgeland will provide mutual aid to each other on the following terms and conditions.

Section 1: The Town of Ridgeland agrees to provide all fire protection services in the Ridgeland Rural Fire District, being provided on the date of execution of this Agreement upon the following terms and conditions recognizing that Jasper County Fire Rescue has been charged with provision of fire protection for the Jasper County Claude Dean Airport (hereinafter, Airport). This provision is in accordance with compliance assurances included with a grant received from the Federal Aviation Administration for Airport improvements.

Section 2. The Town of Ridgeland agrees that its Fire Department will provide Mutual Aid to the County for incidents located at the Airport and Jasper County agrees that it will provide Mutual Aid to the Town upon request.

Section 3. The term of this agreement shall end on June 30, 2027, at 23:59:59 hours.

Section 4. The Agreement shall take effect after its adoption by both Councils.

Section 5. The following terms and conditions are accepted by both Councils.

### **FIRE PROTECTION**

a. When a call for fire services is received by the Jasper County dispatcher for a property or incident located within the Ridgeland Rural Fire District as depicted and/or described on the attached map and/or description (Exhibit A), the dispatcher will send a call tone out for the Town of Ridgeland Fire Department.

b. The Town of Ridgeland shall respond to the call for fire services by either utilizing the Jasper County Tanker leased and assigned to the Town or by using its own engines and equipment or both. It is further agreed that all existing equipment and supplies allocated to the Town of Ridgeland station within the Town of Ridgeland may also be used for the provision of fire service protection services within the Town corporate limits.

c. In order to provide proper inspection and maintenance on the Jasper County Tanker, the Town of Ridgeland agrees to provide ordinary maintenance and repairs (fuel, oil, tillers, etc.) for the tanker and Jasper County and the Town of Ridgeland will equally divide responsibility for any major repairs, (engine, pump, etc.).

d. Jasper County will lease the Tanker to the Town of Ridgeland for the sum of One (\$1.00) Dollar per year, and such lease shall be disclosed to the appropriate insurance carriers.

e. The Town of Ridgeland will garage keep the Tanker.

f. The 1% collected pursuant to the South Carolina Fireman's Insurance and Inspection Fund within the Ridgeland Rural Fire District shall be allocated to the Town of Ridgeland in accordance with Mathias v. Hair, et al., 2004 WL 726821, Opinion No 3547 (S.C. Ct. App.).

g. All Fire Marshal duties in the Ridgeland Rural Fire District will be the responsibility of the Town of Ridgeland Fire Department. In an effort to keep Jasper County Fire Rescue in the knowing of any new construction in the Ridgeland Rural Fire District, any time there are new building(s) constructed in the contracted district a list of these buildings and copies of pre-fire plans will be forwarded to Jasper County Fire Rescue.

### **MUTUAL AID**

a. When a call for Fire Services is received by the Jasper County dispatcher for a property or incident located within the Town of Ridgeland or the Ridgeland Rural Fire District as depicted on the attached map and/or description (Exhibit A), the dispatcher will initially send a call tone for the Town of Ridgeland Fire Department and any appropriate Jasper County Fire Rescue resources as requested by the Town. Initial responsibility shall be the obligation of the Town of Ridgeland Fire Department.

b. In the event the Town of Ridgeland Fire Department has not been able to acknowledge it is responding to the call within two minutes, the dispatcher will send out a second tone out for the Town of Ridgeland Fire Department.

c. In the event the Town of Ridgeland Fire Department is engaged in responding to a call within the Town of Ridgeland or the Ridgeland Rural Fire District, or there is imminent threat to life or property requiring resources beyond those available to the Town of Ridgeland through its own resources, The Town of Ridgeland Fire Chief or other appropriate official in charge of providing fire protection for the Town may contact the Jasper County Dispatcher and request mutual aid from specified departments per mutual aid agreements that have already been established or the Jasper County Fire & Rescue.

d. When a call for fire service is received by the Jasper County dispatcher for a property or incident located within a portion of the Ridgeland Rural Fire District not covered by this agreement, the dispatcher will initially send a call tone for the Jasper County Fire & Rescue. Initial response responsibility shall be the obligation of the Jasper County Fire & Rescue.

e. In the event Jasper County Fire & Rescue has not been able to acknowledge it is responding to the call within two minutes, or if there is an imminent threat to life or property requiring additional response, The Jasper County Fire Chief or their designee may contact the Jasper County Dispatcher and request mutual aid from the Town of Ridgeland Fire Department.

### **EMERGENCY MEDICAL SERVICES**

a. When a call for emergency medical services is received by the Jasper County dispatcher for an incident located in the Ridgeland Rural Fire District as shown on the attached Exhibit A, the dispatcher will initially send a call tone out for the Jasper County Fire and Rescue Department, unless the Emergency Services assigned for the Department are unavailable due to a previous response call, or there is a life- threatening incident requiring immediate response by the Town personnel, in which case the initial call tone out may be made to the Town of Ridgeland Fire and Rescue Department. Except as noted above, the initial response responsibility shall be the obligation of Jasper County Fire and Rescue.

b. In the event Jasper County cannot provide sufficient personnel and vehicles to the incident scene with its resources, the Town of Ridgeland shall provide back-up response equipment and personnel upon request.

c. When a call for emergency medical services is received by the Jasper County dispatcher for an incident located in the Town of Ridgeland, the dispatcher will initially send a call tone out for both the Town of Ridgeland Fire and Rescue Department and to the Jasper County Fire and Rescue Department.

d. In the event the Town of Ridgeland cannot provide sufficient personnel and vehicles to the



incident scene with its resources, Jasper County shall provide back-up response equipment and personnel upon request.

### **COMPENSATION AND INSURANCE**

a. The Town of Ridgeland shall provide its customary pay to its volunteers, as well as remaining responsible for all insurance coverage, tort, vehicle, General liability, Worker's Compensation and any other required coverage for its personnel and equipment.

b. The Town of Ridgeland shall be responsible for compensating the Town of Ridgeland personnel, as well as responsibility for all insurance coverage, medical malpractice, tort, vehicle, general liability, Worker's Compensation, and any other required coverage for its personnel and equipment, as well as vehicle and general liability insurance coverage for the Jasper County Tanker.

c. In order to compensate the Town of Ridgeland for providing the services outlined above within the Ridgeland Rural Fire District, Jasper County shall pay the amounts set forth below for each year, annualized and prorated, payable as follows:

A. \$275,632.00 for fiscal year July 1, 2024 through June 30, 2025

B. \$283,900.00 for fiscal year July 1, 2025 through June 30, 2026

C. \$ 292,417.00 for fiscal year July 1, 2026 through June 30, 2027

I. 50% of the total budget shall be paid on July 1 of each year.

II. 25% of the total budget shall be advanced on October 1 of each year.

III. 25% of the total budget shall be advanced on February of each year.

d. The Town shall generate an invoice remitted to the County's Chief Financial Officer for each segment of the contract.

e. The Town of Ridgeland acknowledges these are public funds, and therefore shall maintain books and records of all amounts expended under this Agreement in such a manner as may be directed by the Town's auditors. Audits conducted by the Town's auditor on this account or accounts shall be provided to Jasper County.

### **TERMINATION DATE**

This Agreement shall terminate on June 30, 2027, which is the end of the fiscal year for both governments. It is anticipated that Jasper County shall resume provision of primary coverage for the Ridgeland Rural Fire District commencing July 1, 2027.

**MISCELLANEOUS**

If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Town of Ridgeland and Jasper County, acting under the authority of their respective governing bodies, having caused this Agreement to be duly executed in duplicate, either of which is to be considered an original, thereby binding the Town and the County for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

TOWN OF RIDGELAND

JASPER COUNTY

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By: Dennis Averkin  
Town Administrator

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By: Andrew Fulghum  
County Administrator



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, June 5, 2023

## MINUTES

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

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, and Videographer Jonathan Dunham.

Chairman Sauls called the meeting to order at 5:30PM and welcomed everyone to the Meeting. Chairman Sauls asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council to read the Clerk's Report of Compliance with the Freedom of Information Act 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.*

### 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) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – **Planning and Building Services**

(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 – **Ridgeland – Claude Dean Airport; City of Hardeeville v Jasper County; Auditor and Treasurer; Jasper County v Western Surety (Denise Smith); HCP Partners, LLC**

(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 – **Jasper Ocean Terminal**

**Motion to go into executive session:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**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.**

### **3: Return to Open Session at 6:30PM**

**Motion to return to open session:** Vice Chairwoman Clark  
**Second:** Councilman Adkins  
**Vote:** Unanimous  
The motion passed.

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

**Motion in furtherance of the Moratorium, I move to authorize the Administrator to accept the proposal of Symbiosity to perform planning and comprehensive plan professional services, as discussed in executive session, at a cost not to exceed \$95,000 exclusive of reimbursable expenses:** Councilman Kemp  
**Second:** Vice Chairwoman Clark  
**Vote:** Unanimous  
The motion passed.

### **4. Pledge of Allegiance and Invocation:**

The Pledge of Allegiance was given and the invocation was led by Councilman Adkins.

### **5. Discussion of Consent Agenda and Agenda Items:**

Council decided to change to consent agenda were to remove Item # 16 and make it Item # 9A and approved the agenda.

### **6. Approval of Agenda:**

See item # 5.

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## **PRESENTATIONS AND PROCLAMATIONS**

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**7. Proclamations: None**

**8. Presentations: None**

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## PUBLIC HEARINGS AND ACTION ITEMS

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9. **David Tedder** – Public Hearing and consideration of the **2<sup>nd</sup> reading** of Ordinance **#O-2023-11** of Jasper County Council establishing a Temporary Moratorium on Applications, Administrative Processing and Permitting for approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage within the described Euhaw Broad River Planning Area, providing for exceptions from the Temporary Moratorium; invoking application of the pending Ordinance Doctrine; and matters related thereto. *(1<sup>st</sup> reading 05.15.2023; 2<sup>nd</sup> reading 06.06.2023)*

Mr. Tedder was present to review and address this item with Council. He noted that this was the second reading and a public hearing. The public hearing was opened but there were no comments so the public hearing was closed.

**Motion to approve:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

9A: **Wanda Simmons** – Consideration of appointments to the Library Board of Trustees (2 appointments)

This item was moved off the Consent Agenda and was made Item # 9A on the agenda.

Ms. Simmons was present to review and discuss this request. She noted that there were three applicants requesting appointment to the Library Board of Trustees and that the board needed 2 members at this time. She noted that the two appointment dates for these two seats would be 06.05.2023 and that both would be 4 year terms.

**Motion to approve appointments of Julie Aloisio and Daniel Joseph Gemmell:** Councilman Kemp

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

10. **Kimberly Burgess** – Presentation, discussion, and consideration of the **3<sup>rd</sup> reading** of Ordinance **#O-2023-09** to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1<sup>st</sup>, 2023 and ending June 30<sup>th</sup> 2024 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2023-2024, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2023–2024; to provide for the levy of taxation for fiscal year 2023–2024; and matters thereto. *(1<sup>st</sup> reading 05.01.2023; 2<sup>nd</sup> reading 05.15.2023)*

Ms. Burgess was present to review and address this item with Council. She noted that this was the third reading of this ordinance. After some discussion Chairman Sauls said they needed one more

workshop and to receive additional information on the budget then they would have the 3<sup>rd</sup> reading on Tuesday, June 20<sup>th</sup>.

**Motion to table until June 20<sup>th</sup>** – Councilman Kemp

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion to table passed.

**11. David Tedder** – Consideration of **2<sup>nd</sup> reading** of Ordinance **#O-2023-02**, to amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19-14 and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing. (1<sup>st</sup> reading 01.17.2023; 2<sup>nd</sup> reading tabled at 02.06.2023 meeting until a workshop)

Mr. Tedder was present to address this item with Council. He reviewed the specifics of the ordinance and the alternative variances of the Ordinance for Councilmembers. He noted that this was the second reading of this ordinance.

**Motion to approve the Ordinance with the wording of Alternative Option “C”:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** 4 yes votes and 1 nay vote from Councilman Kemp

The motion passed.

**Motion to approve with the nomination of Council Individual Nominations as noted in Alternative Option “B”:** Councilman Kemp

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**Motion to approve the 2<sup>nd</sup> reading of the ordinance as amended on 06.05.2023:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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## CITIZEN COMMENTS

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**12. 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.

Rep. Hagar was present and they discussed the roads within Jasper County.  
Shirley Jenkins was present to speak and inquired about who her representative on Council was. She invited Councilman Garbade to Robertsville to the Senior Center.  
Mr. and Mrs. Ken Crapp was present to discuss a noise ordinance issue.

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**13. Administrator's Report:**

Mr. Fulghum noted that his report was in the agenda packet. He mentioned that there was one item on his report and updated them on the Opioid Settlement. He noted that the County needed to come up with a plan of how to spend the money to be in compliance.

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**CONSENT AGENDA**

**Motion to approve the consent agenda below:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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**14. Danny Lucas** – Consideration of the Ridgeland Claude-Dean Airport Revised Landscape Maintenance Agreement

**15. Danny Lucas** – Consideration of the Ridgeland - Claude Dean Airport Year 2023 – 2024 Aviation General Liability Insurance Renewal

**16. Wanda Simmons** – Consideration of appointments to the Library Board of Trustees (2 appointments)

This item was moved off of the Consent Agenda and was made Item # 9A on the agenda.

**17. Lisa Wagner** - Consideration of the **3<sup>rd</sup> reading** of Ordinance **#O-2023-10** to amend the Official Zoning Map of Jasper County so as to transfer a property located at 323 School Road, bearing Jasper County Tax Map Numbers 015-01-00-012 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

18. **Kimberly Burgess** - Consideration of Resolution #R-2023-09 to declare certain property to be surplus and authorize its sale or disposition – Engineering Service Division, Administration, Jasper, Parks & Recreation, Fire Rescue Service, Detention Center, Sheriff’s Department and Ridgeland-Claude Dean Airport.

19. **Kimberly Burgess** – Consideration of the presentation of bids for Landscape Maintenance Services at the seven (7) community centers.

20. Approval of the minutes of 04.05.2023.

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**END OF CONSENT AGENDA**

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**21. Council Members Comments**

**Councilman Garbade:** No comments

**Vice Chairwoman Clark:** She acknowledged Dr. Anderson and said she was doing a great job for the school system. She noted that they didn’t pass the budget and that Council needed from the school board what the increased funds they were requesting would be spent on.

**Councilman Kemp:** Congratulated Mr. Newton on receiving the Order of the Palmetto Award. He Congratulated the Hardeeville and Ridgeland graduates. He noted he had attended the Sheriff community meeting in Gray’s.

**Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda**

**Item II.** There was no reason to return to executive session for this meeting. For additional information on Items on this meeting go to [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) .

**Adjournment:**

**Motion to adjourn:** Vice Chairwoman Clark

**Second:** Councilman

**Vote:** Unanimous

The motion passed and the meeting adjourned.

**Respectfully submitted:**

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L. Martin Sauls IV  
Chairman

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Wanda H. Simmons  
Clerk to Council



# AGENDA

## ITEM # 20