

AGENDA

ITEM # 13

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2025-09

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend and re-number the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Sections 2-31 through Section 2-33C, Repealing as of July 1, 2025 Ordinance 08-20 adopting Jasper County Personnel Policies and Procedures Manual, as Amended, and Adding a New Section 2-72 in Article III, *Officers and Employees*, Regarding the Adoption of Personnel System Policies and Procedures.

WHEREAS, the Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, and being codified at Sections 2-31 through Section 2-33C of the Jasper County Code of Ordinances (the “Division 1 sections”) has been previously amended from time to time since its initial adoption in 1976; and

WHEREAS, The Jasper County Council periodically reviews County Ordinances for relevance and adjustment, and in such review, has determined certain further amendments are desirable to the referenced Division 1 sections;

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

Section 1. The Jasper County Code of Ordinances, Chapter 2 *Administration*, Article II *County Council*, Division 1, *Generally*, being codified as Section 2-31 through Section 2-33C, is amended by deleting Sections 2-31 through 2-33C in their entirety, and

replacing those sections with the substitute re-numbered Sections 2-21 through Section 2-27 as set forth in the attached Exhibit “A” following.

Section 2. Former Section 2-33, “*At Will Employment*”, is renumbered and inserted as new Section 2-71 in Chapter 2 *Administration*, Article III *Officers and Employees* of the Code of Ordinances, as set forth in Exhibit “A” attached.

Section 3. Ordinance 08-20 enacted on July 21, 2008, as amended thereafter, adopting the Jasper County Personnel Policies and Procedures Manual is repealed as of July 1, 2025, and the Jasper County Personnel Policies and Procedures Manual is also repealed as of that date.

Section 4. A new Section 2-72, *Adoption of personnel policies*, is inserted in Chapter 2 *Administration*, Article III *Officers and Employees* of the Code of Ordinances, as set forth in Exhibit “A” attached.

Section 5. Severability.

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in 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 been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

Section 4. Effective Date.

This Ordinance shall take effect upon approval by Council.

SIGNATURES FOLLOW

John A. Kemp
Chairman

ATTEST:

Wanda Giles
Clerk to Council

ORDINANCE: O-2025-09

First Reading: March 17, 2025

Second Reading: April 7, 2025

Public Hearing: April 7, 2025

Adopted: _____

Exhibit A is attached and incorporated by reference

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

EXHIBIT A

DRAFT

DIVISION 1. GENERALLY

(Renumber Article II by taking 2-20 through 2-30 from Article I)

Sec. 2-21. Composition; residency of members.

The county council shall consist of five members elected at-large county-wide; provided, that each of the four township districts shall be entitled to have one of its residents elected to Council, and the fifth member of council may be a resident of any of the four township districts.

(Ord. of 6-25-76(1))

State law reference(s)—Membership of council, S.C. Code 1976, § 4-9-610.

Sec. 2-22. Duties of chairperson

- (a) The chairperson shall preside at all meetings of the council. The chairperson, on behalf of the council, will execute all ordinances, resolutions, directives, deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. The chairperson shall also have such other duties and perform such other functions as these rules specifically set forth or as the council specifically directs
- (b) *Additional Duties.* The chairperson will devote the time necessary to:
 - (1) Attend and report on meetings of the county planning commission.
 - (2) Attend and report on meetings and activities of the Beaufort/Jasper Water and Sewer Authority.
 - (3) Establish, attend and report on joint county issues with Beaufort County.
 - (4) Establish, attend and report on county issues with Jasper County municipalities.
 - (5) To continue to carry out the normal duties of chairperson.
- (c) The chairperson may delegate another council member to attend meetings on behalf of the council in the event the chairperson is unable to attend

Sec. 2-23. Election of chairperson.

At its initial meeting in January, the council shall elect one of its members to serve as chairperson for a term of one year. So long as the chairperson remains a member of the county council in good standing, he or she shall serve as chairperson until a successor is selected in accordance with these rules. A member may be elected for successive terms. If the office of the chairperson becomes vacated, the vice-chairperson shall immediately become chairperson.

Sec. 2-24. Duties and election of vice chairperson.

At its initial meeting in January, the council shall elect one of its members to serve as vice chairperson for a term of one year. So long as the vice chairperson remains a member of the county council in good standing, he or

she may serve successive terms as a vice chairperson. The vice chairperson shall preside at meetings of the council when the chairperson is absent or unable to preside. In the absence or disability of the chairperson or in the event the office of the chairperson should be vacant, the vice chairperson, on behalf of the council, will execute all ordinance, resolution, directive deeds, bonds, contracts and other official documents unless execution is otherwise directed by ordinance or other council action. If the office of vice chairperson becomes vacant, at the next meeting following the occurrence of the vacancy, council shall choose one of its members to serve as vice chairperson for the remainder of the term.

Sec. 2-25. Duties and identification of chairperson pro tempore.

If at any time both the chairperson and the vice chairperson are absent or vacancies exist in both offices, the council members in attendance will elect from among themselves a chairperson *pro tempore* who shall serve temporarily as chairperson until the existing chairperson (or vice chairperson) is able to resume his duties, or the vacancies are filled.

Sec. 2-26. Councilmembers.

Council members shall strive to attend all regular and special meetings of the county council and shall hold themselves at all times in readiness to perform any duty entrusted to them by county council. The council members shall perform the duties thus imposed upon them with dispatch and to the best of their abilities.

All council members have a responsibility to adhere to the highest ideals of civility and decorum while participating in all meetings conducted on behalf of the community. In doing so, council members are expected to abide by the decorum guidelines contained herein and shall, at all times, honor the public trust and dignity bestowed upon them as elected community leaders. The council shall cooperate and support the chairperson in maintaining order and civility throughout council meetings.

Council members may attend meetings of county boards and commissions but shall not participate in board or commission discussions except by specific direction of county council or when the meeting relates to their property.

Sec. 2-27. Communications.

The Chairperson will strive to relate to and communicate with the county administrator and with the county council as a whole any and all problems, situations and conditions which arise concerning any department or activity of the county. Except for the purpose of inquiry, the members of the county council shall communicate only with the chairperson and county administrator in any and all matters concerning any department or activity of the county.

Sec. 2-27. Compensation of the chairperson and council members.

(a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:

(1) *Councilmember.* Each member of council, with the exception of the chairperson, shall receive \$16,463.00; and

(2) *Council chair person.* The chairperson of council shall receive \$16,463.00; and an additional \$1,000.00 to compensate for the additional duties and responsibilities.

(3) *Cost of living.* Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.

(b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for travel outside Jasper County for official business, at the rate as published annually by the U.S. Internal Revenue Service.

(c) *Benefits.* Council members shall be eligible to receive health insurance benefits for themselves and their spouse and dependents upon the same basis as county employees, and are required to participate in the county retirement program with the State or in the alternative, should the council member elect, may enroll in the 457 Plan through Mission Square Retirement with the bi-weekly contribution made by the county on the councilmember's behalf being capped at \$225.00.

(d) *Expenses.* Expenses for council members will be limited to the amounts and types of expenses provided for employees in the County Personnel Manual. Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, including reasonable costs for overnight travel, lodging, meals, and incidental expenses where such travel outside the County is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi, Uber®, Lyft®, or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

(d) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the mileage will be made no later than the second scheduled pay date of each month following the month in which the mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

(e) *Required documentation.* An affidavit form must be completed and signed by the councilmember, countersigned by the Chairperson or Vice-Chairperson, and submitted to the finance department in order for payment of the mileage/expenses to be made. The affidavit shall provide for the recording of the date, location, total mileage to and from, and the purpose of the meeting.

Sec. 2-71. "At will" employment policy. (TO BE MOVED FROM OLD SECTION 2-33.C AND PLACED INTO ARTICLE III, OFFICERS AND EMPLOYEES)

- (a) All employees of the county are employed "at will" and may resign or be discharged from employment at any time.
- (b) Only county council shall have the right to enter into contracts for other than "at will" employment on the county's behalf and that any contract for other than "at will" employment must:
 - (1) Be in writing
 - (2) Be executed by the council
 - (3) Specify the duration of the employment; and
 - (4) Specifically state that the contract is being created pursuant to the council's authority under this section.

Sec. 2.72. Adoption of personnel policies (NEW SECTION ADDED TO ARTICLE III, OFFICERS AND EMPLOYEES)

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- (a) County Council may, from time to time develop personnel system policies and procedures for county employees by which all county employees are regulated except those directly elected by the people; to that end, County Council shall by resolution adopt and amend such personnel system policies as it sees fit from time to time in an "Employee Handbook", with such to be provided to each new employee and the current version of the Employee handbook available on the County's web site and in the Human Resources Office.
 - (b) Adoption of a handbook, personnel manual, procedure or other document shall not create an express or implied contract of employment (see Section 2-71 above and § 41-1-110 of the Code of Laws of South Carolina) and each such document shall contain a conspicuous disclaimer compliant with § 41-1-110 and signed by the employee, with a copy of the employee's acknowledgment that he/she received a copy of the Handbook to be made a part of the employee's personnel record.

AGENDA

ITEM # 14

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2025-10

ORDINANCE OF JASPER COUNTY COUNCIL

An Ordinance authorizing the sale to 719 Holdings, LLC of 1.139 acre parcel, more or less, being subdivided out of the original 19.09 acre Parcel identified as Parcel B as shown on a Plat recorded at Plat Book 27 at Page 80, being a portion of tax parcel 048-00-01-005, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to 719 Holdings, LLC, or its assigns, and matters related thereto.

WHEREAS, Jasper County and 719 Holdings, LLC have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and 719 Holdings, LLC would purchase a parcel of land totaling approximately 1.139 acres located at the Cypress Ridge Industrial Park, said parcel being a portion of TMS 048-00-01-005, in order to establish a new commercial enterprise; and

WHEREAS, Addendum #1 to the Agreement provides that it is not valid, binding, or enforceable unless and until ratified by Jasper County Council within 30 days of Jasper County Administrator executing the Agreement; and

WHEREAS, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

WHEREAS, a new subdivision survey of the 1.139 acre more or less parcel to be conveyed has been commissioned, and County Council desires to utilize this survey as the legal description of the property in the deed and related documents; and

WHEREAS, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council adopts the foregoing recitals as part of this Ordinance, ratifies the execution of the Contract for the Purchase and Sale of Commercial Real Property ("Agreement") as required by Addendum # 1 to the Agreement, and approves the sale of the referenced County property, as generally described by the subdivision sketch map attached hereto as Exhibit "A," with the final legal description to be derived from the new survey being prepared and to be approved by the County Administrator upon the terms and conditions of the Agreement to 719 Holdings, LLC, or its assigns;
2. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser this transaction as more particularly described in the Agreement, as modified.
3. In connection with the execution and delivery of the deeds and other documents authorized hereunder, the County Administrator, with the advice and counsel of the County Attorney, and the law firm of Harvey & Battey, PA, is fully authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, amendments, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable.
4. Any actions previously undertaken by the County Administrator, County Council or County staff in connection with the execution and delivery of the contracts, contract amendments, deeds, including the negotiation of the terms related thereto and any other agreements prior to the enactment of this Ordinance are ratified and confirmed.
5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2025.

John A. Kemp, Chairman

ATTEST:

Wanda Giles, Clerk to Council

ORDINANCE 2025-O- ____

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the “**Agreement**”) by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), and **719 Holdings LLC**, a South Carolina limited liability company (hereinafter “**Purchaser**”). The Agreement is effective as of the date the last of Seller or Purchaser executes this Agreement (the “**Effective Date**”), subject to formal ratification by Jasper County Council as set forth in **Addendum No. 1** attached hereto.

RECITALS:

1. Seller owns certain real property in Jasper County, South Carolina, more specifically identified as that certain tract or parcel of land being located in Jasper County, South Carolina consisting of 1.139 acres, more or less, being a portion of Tax Parcel number of 048-00-01-005, as generally depicted on Exhibit “A” attached hereto and by this reference made a part hereto, located in the Cypress Ridge Industrial Park, Ridgeland, SC, together with any improvements thereon and all easement rights, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property (collectively, the “**Property**”).

2. Purchaser desires to purchase the Property.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and with the foregoing recitals incorporated herein by reference, the parties agree as follows:

3. **Property.** Seller agrees to sell and Purchaser agrees to purchase, the Property upon the terms and conditions hereinafter set forth.

4. **Purchase Price; Earnest Money.**

4.1 **Purchase Price.** The purchase price for the Property shall be Seventeen Thousand, One Hundred and No/100 Dollars (\$17,100.00) (“**Purchase Price**”), to be paid as follows:

a. \$1,000.00 earnest money deposit, to be paid to the escrow agent named below within ten (10) days of the Effective Date and applied against the Purchase Price at Closing;

b. \$16,100.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser’s responsibility, subject to such adjustments and prorations provided herein, including credit for any extension payment made to extend the Due Diligence Period as set forth below.

4.2 All amounts due hereunder shall be paid in United States currency by bank wire transfer to an account designated by Seller.

4.3 **Earnest Money.**

Within ten (10) days of the Effective Date, Purchaser will deposit with Gilbert Law Firm, (the "Escrow Agent"), by wire transfer or check, the sum of One Thousand and 00/100 Dollars (\$1,000.00) (the "Earnest Money" or the "Deposit"). The Earnest Money shall be fully refundable during the Due Diligence Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account. If Purchaser fails to timely deliver the entire Deposit, then this Agreement shall be terminated at the option of Seller. Upon Seller's election to terminate this Agreement due to a failure of Purchaser to deliver the Deposit, the parties hereto shall have no further obligations to each other hereunder.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent's performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees' acts of wanton or willful misconduct while performing as Escrow Agent. It is acknowledged that Harvey and Battey, PA is acting as both Escrow Agent and Seller's attorneys. Inasmuch as the Escrow Agent's duties are ministerial, Purchaser and Seller, after disclosure and an opportunity to seek independent legal advice, hereby waive any conflict of interest and agree that Harvey and Battey shall not be disqualified from acting as the Seller's attorney in this or any of the other transactions contemplated herein; i.e., the purchase and sale of the Property.

5. Survey.

Within the Due Diligence Period, Seller will commission, at Seller's sole expense, a survey of the +/- 1.139acre parcel of land (described in paragraph 1 of Recitals above) to be transferred to Purchaser (the "Survey") by a registered South Carolina surveyor of Seller's choice. Once approved by both Seller and Purchaser, the Survey shall be used as a basis for the legal description of the Property being conveyed pursuant to the terms of this Agreement ("Legal Description") and shall be used to determine the exact acreage of the Property. The Survey shall set forth the location, dimensions and total number of square feet (or acres) of land of the Property and the metes and bounds description of the Property. Purchaser and Seller agree to substitute the Legal Description for the Property attached as Exhibit A to this Agreement upon receipt of the Legal Description from the surveyor based on the approved Survey, with reference to the plat incorporating the metes and bounds, courses and distances as shown said plat. Seller shall have twenty days after delivery of the Survey for approval to assert any objections to the Survey. In the event that Seller, in its sole discretion, is dissatisfied with any matter set forth on the Survey, Seller may (i) terminate this Agreement within five (5) days of the later of the event set forth immediately proceeding, or (ii) state an objection to such matter in writing to Purchaser on or prior to the expiration of the Closing Date. Upon receipt of such objection, Purchaser shall have a period of five (5) business days to elect (i) to cure the matter in a manner satisfactory to Seller prior to Closing or (ii) to notify Seller it will not cure the matter in a manner satisfactory to Seller prior to Closing. If Seller elects not to cure such matter(s), then Purchaser shall have five (5) business days after receipt of such notice from Seller to either (i) notify Seller it is terminating this Agreement or (ii) notify Seller it will continue the Agreement and accept the matter(s) as Permitted Title Exception(s).

6. Inspection.

(a) To the extent that such documents exist and are in Seller's possession, Seller shall make available to Purchaser within ten (10) business days after the Effective Date (i) a copy of Seller's existing owner's title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

(b) Purchaser shall have thirty (30) days from the Effective Date ("Due Diligence Period") to inspect the Property and to conduct all other due diligence matters, including but not limited to surveying, geotechnical testing, Phase 1 and 2 environmental site assessments, Due Diligence studies, and wetlands delineations. Purchaser may terminate this Agreement for any or no reason by giving written notice to Seller on or before the last day of the Due Diligence Period, in which event all Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder, except for those that by the express terms hereof survive any termination of this Agreement.

(c) Purchaser shall be entitled to two (2) thirty (30) day extensions of the Due Diligence Period upon the deposit of the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (each, an "Extension Deposit") with Escrow Agent as an additional earnest money deposit for each extension so exercised. Each Extension Deposit so tendered by Purchaser shall be treated as part of the Deposit and governed by Section 2.3 of this Agreement. Commencing on the Effective Date and expiring at the termination of the Due Diligence Period, as such may have been extended, Purchaser's and/or its agents, consultants, contractors, employees and principals ("**Purchaser's Agents**") shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser's sole cost and expense, such physical, engineering, environmental, soil and Due Diligence studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller's use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Due Diligence Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser's full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), in which event the Earnest Money, less \$100.00 which shall be delivered to Seller as consideration for removing the Property from the market, shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser's Agents, and shall deliver to Seller any materials prepared in Purchaser's investigation of the Property, but specifically excluding information relating to Purchaser's business such as market studies, as soon as practicable

thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and their respective members, officers, directors, employees, agents and consultants (collectively, the “**Sellers**”) from and against any and all claims, causes of action, damages, costs, and expenses of any kind, including, without limitation, reasonable attorneys’ fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property as part of the exercise of Purchaser’s rights hereunder; provided, however, in no event shall Purchaser or Seller be responsible for any reduction of value of the Property resulting from the discovery of any hazardous substances on, or other defects in the Property.

7. Closing.

7.1 Closing Date. Closing shall occur on or before thirty (30) days after expiration of the Due Diligence Period (as the same may be extended pursuant to Section 4(c) above), but in no event beyond June 30, 2025. The date on which Closing occurs shall be referred to as the “**Closing Date**”.

7.2 Closing Costs and Prorations.

At the Closing, Seller shall pay fees for the recording of (i) any lien or mortgage release or satisfaction, if any, necessary to deliver the Property, free of such lien or mortgages; and (iii) any costs incurred by Seller, including its own attorneys’ fees.

At the Closing, Purchaser shall pay or cause to be paid on Purchaser’s behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee’s title insurance premiums, mortgage application, origination, and assumption fees, and costs for any survey work undertaken by Purchaser, if applicable; (ii) the recording fees and deed stamps/transfer fee for recording the Deed; (iii) owner’s title insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys’ fees.

Ad valorem taxes against the Property for tax year 2025 shall not be pro-rated, as County-owned property is exempt.

7.3 Title.

Purchaser may obtain, at Purchaser’s sole cost and expense, a commitment for an owner’s policy of title insurance for the Property (the “**Title Commitment**”), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the “**Title Company**”). Purchaser shall have until forty five (45) days after the Effective Date (“**Title Review Period**”) to review the status of title to the Property, obtain a survey at Purchaser’s expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such survey other than Permitted Exceptions (the “**Title Objections**”).

As used herein, the term “**Permitted Exceptions**” means (i) liens for taxes (including, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable (but which shall be pro-rated as described herein), (ii) building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority

affecting the Property, (iii) rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any, (iv) development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as "wetlands," if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

Except for matters as to which Purchaser is entitled to object hereunder and which such title Objections are described in any such notice from Purchaser, Purchaser shall be deemed to have waived its right to object to, and to have approved, all title exceptions or defects indicated on the Title Commitment. If Purchaser notifies Seller of any Title Objection(s), Seller shall have twenty (20) days after receipt of such notice to attempt or not attempt to cure or satisfy such Title Objection(s); provided however, Seller shall not be required to remove any Title Objection. If Purchaser raises any Title Objection and the Title Objection is not satisfied by Seller within the time period allowed, Purchaser shall have the right to terminate this Agreement and receive a return of the Earnest Money, in which event the parties shall be relieved of any further rights or obligations hereunder, except as to any indemnity obligations of Purchaser which expressly survive the termination of this Agreement, or Purchaser may proceed with each Closing without abatement to the Purchase Price. If Seller does so cure or satisfy the Title Objection, this Agreement shall continue in full force and effect. Purchaser shall have the right at any time to waive any Title Objection that Purchaser may have made and proceed to Closing. Notwithstanding the above, Seller shall remove all monetary liens or encumbrances created by, through, or under Seller encumbering the Property prior to or at Closing. The proceeds from the Closing may be utilized to pay such monetary liens or encumbrances.

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "**Updated Commitment**") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, sure the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

7.4 Closing Documents.

7.4.1 Deeds. At Closing, Seller shall deliver title to the Property to Purchaser by quitclaim deed using the legal description by reference to the new Survey. The deed shall be in proper form for recording and shall be duly executed and acknowledged, all at Seller's expense. Seller represents, but does not warrant, to the best of its actual knowledge that the title to the Property shall be good and marketable, free and clear of all tenancies and other liens and encumbrances except potential property taxes for the current year and utility service easements, the "**Reversionary Clause**" as set forth in **Exhibit "B"** to this Agreement, and other matters of record. Seller shall also execute and deliver to Purchaser at Closing, all at Seller's expense, the following:

- (a) **Settlement Statement.** A signed settlement statement (prepared by Purchaser's attorney) reflecting disbursements in accordance with this Agreement.
- (b) **General Assignment.** An assignment of any intangible property, permits, or licenses pertaining to the Property.

(c) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(d) **Owner's Affidavit.** An affidavit, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no tenants or others claiming interests in the Property.

(e) **Residency Certificates.** N/A.

(f) **Certificate of Tax Compliance.** N/A.

(g) **Withholding Affidavit.** N/A.

(h) **Other Documents.** Other closing documents as reasonably required by Purchaser or the Title Company.

7.4.2 At Closing Purchaser shall provide a settlement statement and such other documents as may be reasonably requested by Seller or the Title Company.

7.5 **Possession.** Seller shall deliver sole and exclusive possession of the Property to Purchaser upon Closing.

8. **Seller's Representations.**

Seller represents without warranty to Purchaser as follows:

Seller is the sole record owner of the Property as of the Effective Date and shall be the sole record owner of the Property as of the Closing Date;

This Agreement has been duly authorized and, when executed and delivered and ratified by County Council, shall constitute a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms;

To Seller's actual knowledge, as of the Effective Date and as of the Closing Date, the Property does not and shall not contain hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, or toxic pollutants, as those terms are used in applicable federal, state, or local environmental laws;

To Seller's knowledge, as of the Effective Date and as of the Closing Date, it has received no notice of any action, litigation, pending or threatened condemnation, or other proceeding of any kind pending against Seller that relates to or affects the Property; and

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or

by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

Except for the representations specifically stated in Section 6 of this Agreement, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION.

9. Purchaser's Representations.

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of South Carolina.

Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;

To Purchaser's knowledge, there is no litigation pending, or to Purchaser's knowledge threatened, that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and

Purchaser's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Effective Date, actual notice of which would cause any of its representations to be untrue on the date of each Closing.

10. General Provisions.

10.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

10.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

10.3 **Brokers.** Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

10.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money as liquidated damages.

(b) Seller Default. If Seller fails to close on the sale of the Property as and when required, fails to perform its other obligations under this Agreement, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees as may be awarded by the court in its discretion, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately refunded to Purchaser, or (iii) provided an action for specific performance is not available to Purchaser, the Purchaser may seek such remedies available under the law or in equity, not to exceed actual (but not special or consequential) damages not to exceed twice the amount of Earnest Money and extension deposits actually made by Purchaser..

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("**Notice of Default**"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party such reasonable legal fees and costs incurred in the action as may be awarded by the court in its discretion.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Purchaser:

719 Holdings LLC
307 Battery Creek Road
Beaufort, SC 29902
Attention: Daniel McNamara
E-mail: d.mcnamara@infiniteprecisionllc.com

With a copy to:

Email: _____

If to Seller:

Jasper County Administrator
Andrew P. Fulghum
358 Third Ave, Suite 306-A (Street Only)
PO Box 1149 (Mailing)
Ridgeland, SC 29936
afulghum@jaspercountysc.gov

With a copy to:

David L. Tedder
Jasper County Attorney
POBox 420
Ridgeland, SC 29936
dtedder@jaspercountysc.gov

10.5 Binding Effect/Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

10.6 Entire Agreement. This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

10.7 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

10.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

10.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

10.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as DocuSign[®], which the parties agree shall be binding for all purposes.

10.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

10.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

10.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

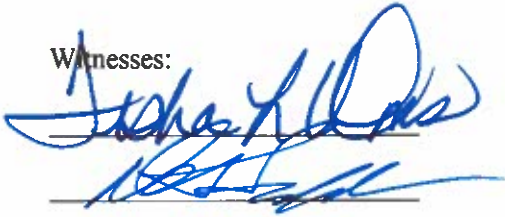
11. THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO AGREEMENT OF PURCHASE AND SALE."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:



SELLER:

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By:  (SEAL)


Name: Andrew P. Fulghum

Its: County Administrator

Date: 3-17-25

PURCHASER:

719 Holdings LLC

By:  (SEAL)

Name: Daniel McNamara

Its: Owner

Date: 2/24/25

ACKNOWLEDGMENT AND AGREEMENT OF ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Deposit provided for therein, and agrees to hold and make payment of such Deposit in accordance with the provisions of the above and foregoing Agreement, this 27 day of Feb, 2024.

ESCROW AGENT:

Gilbert Law Firm LLC

By:

Name:

Title:

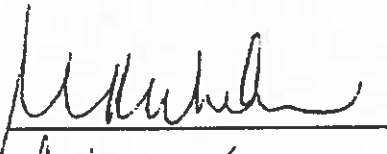

Attorney

EXHIBIT A
Legal Description
(Preliminary, See Attached Sketch)



ADDENDUM # 1 TO AGREEMENT OF PURCHASE AND SALE

The Agreement of Purchase and Sale ("Agreement") entered into by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter "Seller"), and 719 HOLDINGS LLC, a South Carolina limited liability company (hereinafter "Purchaser") dated 3-17-, 2025, is hereby amended as follows:

1. The Agreement is amended to add the following as Paragraph "10":

10. County Council Ratification. "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS AGREEMENT OF PURCHASE AND SALE NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF SELLER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING, WITHIN THIRTY (30) DAYS OF SELLER'S EXECUTION OF THIS AGREEMENT, BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO AN ORDINANCE, RESOLUTION OR MOTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION/DUE DILIGENCE PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "4, *INSPECTION*" OF THE AGREEMENT MEASURED FROM THE EFFECTIVE DATE AS DEFINED THEREIN."

IN WITNESS WHEREOF, this Addendum to Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

SELLER:

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By:  (SEAL)

Name: Andrew P. Fulghum

Its: County Administrator

Date: 3-17-25

SIGNATURES CONTINUE ON
FOLLOWING PAGE

PURCHASER:

719 Holdings LLC

By: Jay W. [Signature] (SEAL)

Name: Daniel McNamara

Its: Owner

Date: 2/24/25

Ratified by Jasper County Council in accordance with a Resolution passed on _____, 2025.

Jasper County Council

By: _____
John Kemp, Chairman

Exhibit "B"
Reversionary Clause Attachment to Deed

Purchaser has agreed to invest over \$ 500,000_____ to construct approximately _____4500_____ sq.ft. of fabrication and associated office space, and create _2-5_ new jobs over a 5-year period (the "Minimum Contract Requirements"). Based upon those projections, Seller has agreed to convey the Property for a reduced consideration. Further, Purchaser has indicated its intention to begin construction of improvements on the Property shortly after Closing. As a result, Purchaser hereby agrees to convey to and/or reimburse Seller as follows if certain requirements are not met with Purchaser's performance by the following deadlines subject to Force Majeure Events:

- (a) Purchaser agrees to reconvey the Property to Seller if construction has not been initiated within 18 months of the Closing Date or to pay to Seller an amount equal to \$15,000 per acre, or \$17,100.00, if construction has been initiated within eighteen months but the initial building (approximately _____4500_____ sq.ft.) and improvements are not completed within two (2) years,

AGENDA

ITEM # 15

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE # 0-2025-_____

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances by repealing Chapter 28, *Utilities*, Articles II through IV in their entirety and replacing them with a new Article II

WHEREAS, The Jasper County Council has undertaken to periodically review County Ordinances for relevance and adjustment; and

WHEREAS, The Jasper County Council realizes Ordinances may from time to time become out dated, no longer valid, or may need enhancement or revision; and

WHEREAS, pursuant to the powers and authorities granted to counties under Home Rule Act of 1975, and specifically Title 4, Chapter 9 of the Code of Laws of South Carolina, counties may establish or abolish agencies, departments, boards, commissions, and positions in the county in accordance with § 4-9-30 of the Code of Laws of South Carolina; and

WHEREAS, the provisions of Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, and Article III, *Beaufort-Jasper County Water Authority* are no longer necessary due to the acquisition by the Beaufort-Jasper Water and Sewer Authority of the City of Hardeeville water and sewer system in 2002, and the assumption by the Beaufort-Jasper Water and Sewer Authority of various water supply and distribution functions as well as collection, treatment, disposal and recycling of wastewater in Jasper County, pursuant to South Carolina 2009 Act No. 55, codified as Sections 6-37-10, et seq., and

WHEREAS, 2009 Act No 55, Section 2, effective June 2, 2009, specifically provides:

"The provisions of this act are intended to supersede all other legislative acts or actions of a county council which are inconsistent with this act. Therefore, all other legislative acts or actions of a county council taken to date concerning the establishment of the authority that are inconsistent with this act are hereby repealed to the extent of such inconsistencies."

NOW THEREFORE, BE IT ORDAINED, by the Japer County Council duly assembled and by the authority of the same;

1. The Hardeeville Area Water Quality Management Agency, established by Jasper County Ordinance of 1-7-80, such ordinance being codified at Sections 28-36 through 28-41 (with Sections 28-42 through 28-70 reserved) is hereby abolished, and Article II of Chapter 28, *Hardeeville Area Water Quality Management Agency*, is deleted in its entirety.
2. Article III of Chapter 28 is hereby renamed "Article II, *Beaufort-Jasper County Water and Sewer Authority*, and all Sections of such prior Article III are deleted, with the exception of a new Section 28-36, to read as follows:

Sec. 28-36. Water and Sewer. For provisions regarding the provision of water and sewer facilities in Jasper County, including the authority, jurisdiction, appointment of members and other matters regarding the Beaufort-Jasper Water and Sewer Authority, reference may be had to 2009 Act No. 55, codified at Sections 6-37-10, *et seq.* of the Code of Laws of South Carolina, as such may hereafter be amended.
3. Article IV, *Rural Water System*, is hereby deleted in its entirety, with Code Sections 28-37 through 2-113 to be shown as "Reserved."
4. Pursuant to the requirements of Section 2 of 2009 Act 55, provisions of ordinances previously adopted by County Council, which are not consistent with the provisions of 2009 Act No. 55, are deemed superseded and repealed.

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

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

John A. Kemp, Chairman

Attest:

Wanda Giles, Clerk to Council

Ordinance O-2025-_____

First Reading:

Public Hearing:

Second Reading:

Third Reading:

Adopted:

Reviewed for form and draftsmanship by Jasper County Attorney

David L. Tedder

Date

Chapter 28 UTILITIES¹

ARTICLE I. IN GENERAL

Secs. 28-1—28-35. Reserved.

ARTICLE II. HARDEEVILLE AREA WATER QUALITY MANAGEMENT AGENCY²

Sec. 28-36. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

201 refers to section 201 of PL 92-500, the Federal Water Pollution Control Act, as amended.

Nonpoint source pollution means pollutants which are not collected or centralized. Stormwater runoff is a major nonpoint source.

Point source facilities means waste treatment facilities and the collection system through which wastewater is transmitted to a single point for processing.

Point source pollution means wastewater which is collected and transferred to a single point or place.

(Ord. of 1-7-80, § 6)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 28-37. Designation.

- (a) The Town of Hardeeville is hereby designated as the water quality management agency for the area described by section 28-38, with powers and duties as defined by section 28-39, to control both point and nonpoint source pollution.
- (b) The county is designated as a supplemental agency for the unincorporated portions of the area described in section 28-38, with powers and duties as defined in section 28-39, to manage point sources.

(Ord. of 1-7-80, § 1)

¹Cross reference(s)—Buildings and building regulations, ch. 6.

State law reference(s)—Authority to grant franchises for public utilities, S.C. Code 1976, § 4-9-30(11).

²Cross reference(s)—Boards, commissions and committees, § 2-76 et seq.

Sec. 28-38. Jurisdiction.

The area over which the Town of Hardeeville shall have jurisdiction for water quality matters shall coincide with the boundaries of the approved and certified 201 facilities plan for Hardeeville, as delineated by the map attached to the ordinance from which this article is derived, which is made a part of this article by reference. Where uncertainty exists as to the boundaries of the 201 planning area, the following rules shall apply:

- (1) Boundaries indicated as approximately following the center of streets, highways, railroad lines, utility easements, streams, rivers, lakes, canals and other bodies of water shall be construed to follow such centerlines.
- (2) Boundaries indicated as approximately following platted lot lines and corporate lines shall be construed as following such lines.
- (3) Boundaries indicated as parallel to or extensions of features indicated in subsections (1) and (2) of this section shall be so construed. Distances not specifically indicated on the 201 map shall be determined by the scale of the map.

(Ord. of 1-7-80, § 2)

Sec. 28-39. Powers and duties.

- (a) The Town of Hardeeville shall have the authority to exercise the following powers and duties within the area defined by section 28-38:
 - (1) To annually review and establish 201 facilities priorities for water quality projects.
 - (2) To ensure implementation of the approved 201 facilities plan by:
 - a. Enforcing uniform sewer use regulations for the entire area, to include, among other things, the authority to mandate tie-ons where sewer lines are available.
 - b. Enforcing regulations to control the location of waste treatment facilities within the area.
 - c. Establishing policies and procedures to ensure areawide consideration of water quality matters.
 - d. Enforcing user charges and industrial cost recovery systems (UCICR) to ensure that each recipient of waste treatment service will pay its proportionate share of the costs of operation and maintenance, including replacement, as required by EPA.
 - (3) To provide water and sewer utility service to the incorporated and unincorporated parts of the area, in accord with the 201 plan.
- (b) The county shall enact sewer use ordinances and other measures deemed appropriate by both jurisdictions, which shall be consistent with those of the Town of Hardeeville, the designated management agency. The county shall authorize the town to enforce such ordinances in the unincorporated portions of the 201 facilities planning area for purposes of ensuring proper administration of the service facilities.

(Ord. of 1-7-80, § 3)

Sec. 28-40. Exceptions to sewer connection requirements.

In the implementation of the 201 plan it may be necessary to require tap-ins to existing or proposed wastewater collection lines. Such authority will be contained in the sewer use ordinance of the Town of Hardeeville. However, to avoid undue hardships, those dwellings with properly functioning septic tanks, on-site

disposal systems or wells will be exempt from the requirements of the sewer use ordinance or any other regulatory ordinance requiring tap-ins for a period of five years from the date the service is first made available.

(Ord. of 1-7-80, § 4)

Sec. 28-41. Financial assistance for sewer connection expenses.

To the extent that financial assistance is available from other local, state or federal agencies, the Town of Hardeeville will work to obtain monies to assist low- and moderate-income persons with tap-in fees and other related expenses.

(Ord. of 1-7-80, § 5)

Secs. 28-42—28-70. Reserved.

ARTICLE III. BEAUFORT-JASPER COUNTY WATER AUTHORITY

Sec. 28-71. Consolidation of Beaufort-Jasper County water authority and Jasper County water and sewer authority.

The Beaufort-Jasper County water authority, initially created by Act No. 784 of 1954, as amended, shall be enlarged by adding thereto all of Jasper County except for any municipalities which operate water and sewer systems and except the area presently being served by any municipally owned waterworks and sewer system by consolidating the Jasper County water and sewer authority as created by Act No. 598 of 1971 into the Beaufort-Jasper County water authority.

The District of the Beaufort-Jasper Water and Sewer Authority (BJWSA) shall be restricted to exclude all of unincorporated Jasper County, except for those areas of unincorporated Jasper County where infrastructure built by BJWSA is already in place and serving water or sewer customers in Jasper County, including areas at Point South and Palm Key. A boundary survey of any such regions will be provided at or before the earliest of: the date that a true and accurate survey of those areas is provided to Jasper County by the BJWSA, 90 days from the passing of this resolution.

(Ord. of 10-3-83, § 1; Ord. of 6-2-97, § 1)

Sec. 28-72. Membership.

The composition of the Beaufort-Jasper County water authority shall be as follows: The authority shall be composed of nine members, seven of whom shall be resident electors of Beaufort County and two of whom shall be resident electors of Jasper County. The Beaufort County members of the authority shall be appointed by the governor upon the recommendation of a majority of the legislative delegation of Beaufort County. Of the Beaufort County members, the respective governing bodies of the City of Beaufort, the Town of Port Royal and the Town of Bluffton shall each recommend to the legislative delegation of Beaufort County one person who may in turn be recommended by the legislative delegation of Beaufort County to the governor for appointment, and the Beaufort County council shall recommend to the legislative delegation of Beaufort County three persons who shall in turn be recommended by the legislative delegation of Beaufort County to the governor for appointment. The Jasper County members of the authority shall be appointed by the governor upon the recommendation of a majority of the legislative delegation of Jasper County. Of the Jasper County members, the respective governing bodies of the City of Ridgeland and the City of Hardeeville shall each recommend to the legislative delegation of Jasper County

one person who may in turn be recommended by the legislative delegation of Jasper County to the governor for appointment. The terms of office for all members and their successors of the authority shall be six years. All members of the authority shall hold office until their successors have been appointed and qualify. Any vacancy occurring for any reason among the members of the authority shall be filled for the remainder of the unexpired term by the procedure set forth in this section.

(Ord. of 10-3-83, § 1)

Sec. 28-73. Compensation of members.

The members of the Beaufort-Jasper County water authority may fix their compensation for each meeting in actual attendance upon the business of the authority, but in no event shall such compensation exceed \$600.00 per year for each member or \$840.00 per year for the chairman.

(Ord. of 10-3-83, § 1)

Sec. 28-74. Continuation of previous authority.

Pursuant to S.C. Code 1976, § 6-11-610, there will be no new commission appointed under this article, nor will any changes be made in the old members of the Beaufort-Jasper County water authority, as enlarged pursuant to this article, except as set forth in section 28-72.

(Ord. of 10-3-83, § 3)

Sec. 28-75. Financing of improvements and extensions.

The Beaufort-Jasper County water authority, as enlarged pursuant to this article, will not issue any general obligation bonds under S.C. Code 1976, §§ 6-11-490—6-11-600. At the present time the authority has no immediate plans for the issuance of revenue bonds payable from the revenues derived from the operation of its waterworks system to provide for the funding of the proposed extensions into Jasper County. It is, however, anticipated that the authority will negotiate with the Farmers Home Administration of the United States Department of Agriculture with respect to the future financing of the construction of the improvements and extensions of the waterworks system into Jasper County and for the sale of waterworks revenue bonds to the Farmers Home Administration. It is anticipated that the negotiations will eventually lead to loans and grants with which the authority will construct improvements and extensions to the waterworks system into Jasper County.

(Ord. of 10-3-83, § 2)

Secs. 28-76—28-100. Reserved.

ARTICLE IV. RURAL WATER SYSTEM

Sec. 28-101. Establishment.

There is hereby created a body corporate and politic to be known as the county rural water system. It shall be the function of the system to supply water to individuals, public and private corporations and political subdivisions within the geographical area specified in this article. To that end, it shall be empowered to drill wells, construct reservoirs, water treatment, transmission and distribution facilities and appurtenances thereto, and to

acquire such land, rights-of-way, easements, machinery, apparatus and equipment as shall be deemed useful therefor.

(Ord. of 9-15-80, § 1)

Sec. 28-102. Membership.

The rural water system shall be composed of five members, who shall be resident electors of the county. All members of the system shall be appointed by the county council. The original appointees shall serve staggered terms. Upon the termination of the terms of the original members, their successors shall be appointed by the county council in the same manner as is provided for the original appointment, for terms of four years. Any vacancy occurring by reason of death, resignation or otherwise shall be filled for the remainder of the unexpired term by appointment of the county council. All members of the system shall hold office until their successors shall have been appointed and shall have qualified.

(Ord. of 9-15-80, § 2)

Sec. 28-103. Officers.

As soon as convenient, the rural water system shall convene and shall organize by electing one of its number as chairman, a second as vice-chairman and a third as secretary. The terms of office of the officers of the system shall be for such period as the system shall determine in its bylaws.

(Ord. of 9-15-80, § 2)

Sec. 28-104. Certifications regarding membership and personnel.

The secretary of the rural water system shall from time to time file in the office of the clerk of court of the county appropriate certificates showing the personnel of the system and the duration of the terms of the respective members.

(Ord. of 9-15-80, § 2)

Sec. 28-105. Compensation of members.

The members of the rural water system shall receive no compensation, but shall be reimbursed for any actual expenses incurred in connection with the business of the system.

(Ord. of 9-15-80, § 2)

Sec. 28-106. Service area.

The service area of the rural water system shall encompass all of the county. The system shall not provide any of its authorized services to persons or private corporations within the established limits of any municipality or legally constituted water or sewerage district that was in existence at the time of the ratification of the ordinance from which this article is derived, without the consent of the governing body thereof.

(Ord. of 9-15-80, § 3)

Sec. 28-107. Powers.

The rural water system shall be fully empowered to acquire, construct, operate, maintain, improve and extend facilities which would enable it to obtain fresh water in large volume and to distribute and sell the water, subject to the limitations set forth in section 28-106, to persons, firms, corporations, municipal corporations, political divisions, and the United States government, or any agencies thereof, at any point within its service area. To that end, the authority shall have the following powers:

- (1) To have perpetual succession.
- (2) To sue and be sued.
- (3) To adopt, use and alter a corporate seal.
- (4) To define a quorum for its meetings.
- (5) To establish a principal office.
- (6) To make bylaws for the management and regulation of its affairs.
- (7) To build, construct, maintain and operate canals, aqueducts, ditches, tunnels, culverts, flumes, conduits, mains, pipes, dikes, dams and water reservoirs.
- (8) To impound fresh water in lakes or reservoirs.
- (9) To build, construct, maintain and operate water distribution systems for the distribution of water for domestic or industrial use.
- (10) To acquire and operate any type of machinery, appliances or appurtenances necessary or useful to discharge the functions committed to the authority by this article.
- (11) To accept gifts or grants of services, properties or moneys from the United States, or any of its agencies, under such conditions as the United States or such agency shall prescribe.
- (12) Subject to the provisions of section 28-106, to sell water for industrial or domestic use.
- (13) To prescribe rates and regulations under which water shall be sold for domestic and industrial use.
- (14) Subject to the provisions of section 28-106, to enter into contracts for the sale of water upon such terms as the parties thereto shall approve, with persons, private corporations, municipal corporations, public bodies and public agencies and with the United States government or any agencies thereof.
- (15) To prescribe such regulations as it shall deem necessary to protect from pollution all water in its canals, aqueducts, reservoirs or distribution systems.
- (16) To make contracts of all sorts and to execute all instruments necessary or convenient for the carrying on of the business of the system.
- (17) To lease or sell and convey lands, or interests therein.
- (18) To make use of county and state highway rights-of-way in which to lay pipes and lines, in such manner and under such conditions as the appropriate officials in charge of such rights-of-way shall approve.
- (19) To alter and change county and state highways wherever necessary in order that it may discharge the functions committed to it in such manner and under such conditions as the appropriate officials in charge of such highways shall approve.
- (20) To acquire, by purchase or gift, or through the exercise of eminent domain, all land, interests therein, easements and rights-of-way which the authority shall deem necessary to enable it to fully and

adequately discharge all functions committed to it. The power granted in this subsection shall be deemed to include the power to acquire protective areas of land adjacent to any of its facilities.

- (21) To exercise the power of eminent domain for any corporate function. The power of eminent domain may be exercised through any procedure prescribed by the Code of Laws of South Carolina, 1976, as such statutes are now constituted or as they may afterwards be constituted following any amendments thereto.
- (22) To appoint officers, agents, employees and servants, to prescribe the duties of such persons, to fix their compensation, and to determine to what extent they shall be bonded for the faithful performance of their duties.
- (23) To make contracts for construction, engineering, legal and other services, with or without competitive bidding.
- (24) To borrow money and to make and issue negotiable bonds, notes and other evidences of indebtedness, payable from all or any part of the revenues derived from the operation of its facilities. The sums borrowed may be those needed to pay all costs incident to the construction and establishment of the facilities, and any extension, addition and improvement thereto, including engineering costs, construction costs, the sum needed to pay interest during the period prior to which the facilities or any extension, addition or improvement thereto shall be fully in operation, such sum as is needed to apply working capital to place the facilities in operation, and all other expenses of any sort that the system may incur in establishing, extending and enlarging the facilities. Neither the faith and credit of the state, nor that of any county, municipality or political subdivision of the state, shall be pledged for the payment of the principal and interest of the obligations, and there shall be on the face of each obligation a statement, plainly worded, to that effect. Neither the members of the system nor any person signing the obligations shall be personally liable thereon. To the end that a convenient procedure for borrowing money may be prescribed, the system shall be fully empowered to:
 - a. Covenant and agree that, upon it being adjudged in default as to the payment of any installment of principal or interest upon any obligation issued by it or in default as to the performance of any covenant or undertaking made by it, that in such event the principal of all obligations of such issue may be declared forthwith due and payable, notwithstanding that any of them may not have then matured.
 - b. Confer upon a corporate trustee the power to make disposition of the proceeds from all borrowings and of all revenues derived from the operation of the facilities, in accordance with and in the order of priority prescribed by the resolutions adopted by the authority as an incident to the issuance of any notes, bonds or other types of securities.
 - c. Dispose of its obligations at public or private sale, and upon such terms and conditions as it shall approve.
 - d. Make such provision for the redemption of any obligations issued by it prior to their stated maturity, with or without premium, and on such terms and conditions as the system shall approve.
 - e. Covenant and agree that any cushion fund established to further secure the payment of the principal and interest of any obligations shall be in a fixed amount.
 - f. Limit or prohibit free service to any person, firm, corporation or municipal corporation, or any subdivision or division of the state.
 - g. Prescribe the procedure, if any, by which the terms of the contract with the holders of its obligations may be amended, the number of obligations whose holders must consent thereto, and the manner in which such consent shall be given.

-
- h. Prescribe the events of default and the terms and conditions upon which all or any obligations shall become or may be declared due before maturity, and the terms and conditions upon which such declaration and its consequences may be waived.

- (25) To do all other acts and things necessary or convenient to carry out any function or power committed or granted to the system.

(Ord. of 9-15-80, § 4)

Sec. 28-108. Rates for services not to be regulated by state.

The rates charged for services furnished by the rural water system shall not be subject to supervision or regulation by any state bureau, board, commission or like instrumentality or agency thereof.

(Ord. of 9-15-80, § 5)

Sec. 28-109. Tax exemption for property of system.

All property of the rural water system shall be exempt from all ad valorem taxes levied by the state, the county or any municipality, division, subdivision or agency thereof, direct or indirect.

(Ord. of 9-15-80, § 6)

Sec. 28-110. Fiscal year; annual audit.

The rural water system shall conduct its affairs on the fiscal year basis employed by the county, that is, its fiscal year shall begin on July 1 of each year and shall end on June 30 of the succeeding year. As shortly after the close of its fiscal year as may be practicable, an audit of its affairs shall be made by certified public accountants, of good standing, to be designated by the system. Copies of such audits, incorporated into an annual report of the system, shall be filed in the office of the clerk of court of the county and with the secretary of state.

(Ord. of 9-15-80, § 7)

Sec. 28-111. Use of revenue.

All revenues derived by the rural water system from the operation of its facilities which may not be required to discharge covenants made by it in issuing bonds, notes or other obligations authorized by this article shall be disposed of by the system from time to time for purposes germane to the functions of the system, or in such other manner as the general assembly may, by proper enactment, direct.

(Ord. of 9-15-80, § 9)

Sec. 28-112. Contracts for sale of water.

All municipalities, public bodies and public agencies operating water district systems in the county shall be fully empowered to enter into contracts to buy water from the rural water system. Such contracts shall extend over such period of time and shall contain such terms and conditions as shall be mutually agreeable to the system and to the contracting municipality, public body or public agency.

(Ord. of 9-15-80, § 10)

Sec. 28-113. Tampering with facilities or polluting water; unlawful use of water.

It shall be unlawful for any person to wilfully injure or destroy or in any manner hurt, damage, tamper with or impair the facilities of the rural water system, or any part of such facilities, or any machinery, apparatus or equipment of the system, or to pollute the water in any part of its service area, or to obtain water therefrom except in accordance with the regulations promulgated by the system. Any person so offending shall be deemed guilty of a misdemeanor and upon conviction shall be punished in accordance with section 1-8 and shall be further liable to pay all damages suffered by the system.

(Ord. of 9-15-80, § 8)

AGENDA

ITEM # 16



Jasper County Finance Department

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

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

Jasper County Council M. B. Kahn Construction Co., Inc. Capital Planning Services Extension

Meeting Date:	April 7, 2025
Subject:	Council acceptance of M. B. Kahn Construction Co., Inc., (M. B. Kahn) capital planning services extension.
Recommendation:	The Council accepts M. B. Kahn capital planning services extension in an amount not to exceed \$35,000 for services that do not fall under a specific work authorization and for the annual update of the capital plan report, and to authorize the County Administrator to execute all necessary documents.

Description: Jasper County has a construction management at risk contract with M. B. Kahn and throughout the year requests services from M. B. Kahn for future planning or project support services. These services fall under a capital planning services agreement for which there is a current not to exceed (NTE) amount of \$60,000. The current capital planning services agreement is at or near the current limit. Therefore, the M. B. Kahn would like an extension for any 2025 capital planning services in an amount NTE an additional \$35,000 which includes the annual update of the capital plan report. Fiscal year 2025 expenditures for additional capital planning services under this agreement will be recorded as Consulting Services (010-062-3772) and any amount remaining for fiscal year 2026 will be budgeted in the same account.

Recommendation: Staff recommend that the County Council accept the M. B. Kahn Construction Co., Inc., 2025 capital plan extension request not to exceed \$35,000 and authorize the County Administrator to execute all necessary documents.

Attachments:

M. B. Kahn Construction Co., Inc. Capital Planning Extension Request



March 11, 2025

Andrew P. Fulghum, ICMA-CM, County Administrator
Jasper County
PO Box 1149
Ridgeland, South Carolina 29936

Re: Jasper County Capital Planning Extension
Dear Mr. Fulghum:

M. B. Kahn is excited to be a part of the continued growth of Jasper County, and look forward to continuing to support your staff with planning and management as capital projects are developed and brought from ideas to reality. We have prepared the following proposal for future planning and project support services. These services include:

- Review new/potential capital projects identified by County officials.
- Define scopes based on facility walk-throughs and information provided by County officials
- Develop conceptual budgets for each project based on agreed upon scope
- Provide project detail sheets and photos for each project (per format established in original plan report)
- Option for annual update of original report

M. B. Kahn will provide these services based on an hourly cost basis with a not-to-exceed total cost:

Estimator - 100 hours @ \$80.00/hr
Senior Estimator - 50 hours @ \$125.00/hr
Project Executive - 50 hours @ \$175.00/hr

Current NTE amount	\$60,000
Added NTE for capital planning services extension (2025)	\$25,000
Added NTE for Annual update of original report (January 28, 2025)	<u>\$5,000</u>
Total revised NTE amount	\$90,000
Optional NTE for Annual update of original report (2025-2026)	\$5,000

Please indicate your acceptance of this proposal by signing below and returning a copy to us for our files. We look forward to continuing this successful and exciting program!

Sincerely,

M. B. KAHN CONSTRUCTION CO., INC.

Jasper County

Craig Floyd

Craig Floyd
Executive Vice President

Andrew W. Fulghum ICMA-CM
County Administrator

AGENDA

ITEM # 17



Jasper County Finance Department

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

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

Jasper County Council M. B. Kahn Construction Co., Inc. Temporary Library Upfit Change Order

Meeting Date:	April 7, 2025
Subject:	Council acceptance of M. B. Kahn Construction Co., Inc. (M. B. Kahn) change order for the temporary library upfit not to exceed \$23,000.
Recommendation:	The Council accepts M. B. Kahn change order for the temporary library upfit not to exceed \$23,000 and authorize the County Administrator to execute all necessary documents.

Description: The County Council approved and accepted the Guaranteed Maximum Price (GMP) from M. B. Kahn Construction Co., Inc. for the Temporary Library Upfit in the amount of \$183,296. The agreed upon scope of work in the original GMP is complete, however, there are some additional items at the temporary library location that need to be repaired or replaced. Therefore, M. B. Kahn has prepared a change order in the amount of \$23,000 to address the additional items.

Recommendation: Staff recommend that the County Council accept the M. B. Kahn Construction Co., Inc., change order not to exceed \$23,000 for the temporary library upfit, to authorize that American Rescue Fund (ARPA) be utilized pay for the change order and to authorize the County Administrator to execute all necessary documents.

Attachments:

M. B. Kahn Construction Co., Inc. Jasper County Temporary Library Upfit Change Order

JC Temporary Library Up-Fit Change Order Pricing

Estimate Totals			
Description	Amount	Totals	Rate
Labor	\$0		
Material	\$0		
Subcontractor	\$20,500		
Equipment	\$0		
Other	\$0		
	\$20,500	\$20,500	
Sales Tax	\$0		8.00%
Taxes & Ins On Labor	\$0		57.00%
Business License Fees	\$39		0.17%
County Permit & Review Fees	\$25		1.40%
	\$64	\$20,564	
Builder's Risk	\$25		0.11%
GMP Subcontractor Bonds	\$246		1.20%
GMP Corp. Gen Liability Insur	\$236		1.15%
GMP Perf & Payment Bond	\$171		0.83%
	\$678	\$21,242	
Project Management Technology	\$0		0.00%
GMP CM Fees	\$1,722		7.50%
GMP CM Contingency	\$0		0.00%
	\$1,722	\$22,965	
<i>Total</i>		\$22,965	

Owner Signature



M. MARTINEZ
CONTRACTOR LLC

ESTIMATE

ISSUED TO: Thomas

INVOICE NO:384008

FROM: Margarito Martinez 843-860- 9889
Margaritomartinez1103@gmail .com

DATE: 2/11/2025

ADDRESS: Temporary Library

DESCRIPTION:

- Remove existing handrails about 28 sets
- Remove trash
- Install new handrails about 28 sets
- Fix nail holes with putty
- Caulk, prime, and paint
- Pick up materials

TOTAL ESTIMATED AMOUNT: \$12,500

Material needed

- 300 2x2 square pickets 36" primed
- 52 2x4 x12'elite exterior prime
- 2 4x4 x10' P.T
- 2 gallons of primer
- 2 boxes of caulk paintable white
- 5 gallons ext. semi gloss white paint
- 2 boxes of wood putty ext
- 1 box T 20 screws
- 1 box 15 2" 1/2 galvanized finish nails

ESTIMATED BUDGET FOR THIS MATERIAL: \$6,000



M. MARTINEZ
CONSTRUCTION LLC

ESTIMATE

ISSUED TO: Thomas

INVOICE NO:384007

FROM: Margarito Martinez 843-860- 9889
Margaritomartinez1103@gmail .com

DATE: 2/11/2025

ADDRESS: Temporary Library

DESCRIPTION:

- Roof repair on back side
- Remove damaged roofing
 - Install new drip edge
 - Install new roofing
 - Remove existing fascia
 - Install new
 - Install soffit
 - Caulk and paint
 - Material included

TOTAL ESTIMATED AMOUNT: \$2,000

AGENDA

ITEM # 18



Jasper County Finance Department

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

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

Jasper County Council Approval and Acceptance of Quotation From Gordian and Johnson-Laux Construction (SC) For 252 Russell Street Upfit

Meeting Date:	April 7, 2024
Subject:	Approval and acceptance of the quotation provided by Johnson-Laux Construction (SC) with Gordian, a construction procurement provider, through a cooperative purchasing agreement with Equalis Group, not to exceed \$312,000.
Recommendation:	Approve and accept the quotation provided by Johnson-Laux Construction (SC) through Gordian and authorize the County Administrator to negotiate and execute all necessary agreements for the project.

Description: Jasper County purchased the building at 252 Russell Street, Ridgeland, SC on January 8, 2025. The building requires repairs and an upfit for use by the County. The County has obtained a quotation for the desired scope of work from Johnson-Laux Construction (SC) with Gordian, a construction procurement provider, through a cooperative purchasing agreement with Equalis Group, not to exceed \$312,000. The project will be funded by budgeted amounts for capital expenditures in the Capital Outlay line item #010-095-3752. A grant request in the amount of \$250,000 has been submitted to the Jasper County Legislative Delegation.

Recommendation: Staff recommend that the Council approve and accept the proposal submitted by Johnson-Laux Construction (SC) for repairs and upfit of 252 Russell Street, Ridgeland, SC, with funding provided by budgeted amounts for capital expenditures in the Capital Outlay line item #010-095-375, reduced by any grant funds received, with notice to proceed after the disposition of a grant request that has been submitted to the Legislative Delegation is known, and to authorize the County Administrator to execute documents necessary for this project.

Attachments:

Johnson-Laux Construction (SC) proposal for 252 Russell Street, Ridgeland, SC

Work Order Signature Document

EZIQC Contract No.: 2023-21-01	
<input checked="checked" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number: 139155.00	Work Order Date: 03/20/2025
Work Order Title: Russell Street Renovation	
Owner Name: Jasper County	Contractor Name: Johnson-Laux Construction (SC)
Contact: Jim Iwanicki	Contact: John Tisdall
Phone:	Phone: 912-480-0580

<p align="center">Work to be Performed</p> <p>Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No 2023-21-01.</p> <p><u>Brief Work Order Description:</u></p> <p>Flooring, Painting, Tree Trimming, Electrical, Stair System.</p>

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>
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Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="checked" type="checkbox"/>
---------------------------	--------------------------------------	--

<p>Work Order Firm Fixed Price: \$311,790.23</p> <p>Owner Purchase Order Number:</p>

Approvals

Owner	Date	Contractor	Date
-------	------	------------	------



Detailed Scope of Work

To: John Tisdall
Johnson-Laux Construction (SC)
7001 Chatham Center Drive
Savannah, GA 31405
912-480-0580

From: Jim Iwanicki
Jasper County
623 Live Oak Road
Ridgeland, SC 29936
No Data Input

Date Printed: March 20, 2025

Work Order Number: 139155.00

Work Order Title: Russell Street Renovation

Brief Scope: Flooring, Painting, Tree Trimming, Electrical, Stair System.

☐ Preliminary

☐ Revised

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see the attached scope of work at the end of this package.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 20, 2025

IQC Master Contract #: 2023-21-01

Work Order Number: 139155.00

Owner PO #:

Work Order Title: Russell Street Renovation

Contractor: Johnson-Laux Construction (SC)

Proposal Name: Russell Street Renovation R1

Proposal Value: \$311,790.23

Alt 1 - Paint Existing Shutters	\$12,086.79
Alt 2 - Remove and Replace Shutters	\$14,595.31
Alt 3 - Generator	\$52,043.84
Alt 4 - Interior Ceiling Painting	\$7,657.67
Alt 5 - Shutter Removal	\$2,576.44
Base Contract - Bond	\$3,469.40
Base Contract - Carpentry	\$3,099.19
Base Contract - Electrical	\$19,367.21
Base Contract - Engineering	\$2,522.47
Base Contract - Flooring	\$73,968.67
Base Contract - HVAC	\$3,135.82
Base Contract - Landscaping	\$2,902.79
Base Contract - Painting	\$91,784.63
Base Contract - Stairs and Deck	\$19,830.00
Base Contract -Business License/Permits	\$2,750.00
Proposal Total	\$311,790.23

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 20, 2025

IQC Master Contract #: 2023-21-01

Work Order Number: 139155.00

Owner PO #:

Work Order Title: Russell Street Renovation

Contractor: Johnson-Laux Construction (SC)

Proposal Name: Russell Street Renovation R1

Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Alt 1 - Paint Existing Shutters

1	01 22 16 00 0002	EA		Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$190.30
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>173.00</div> <div>x</div> <div>1.00</div> <div>x</div> <div>1.1000</div> <div>=</div> <div>190.30</div> </div>	
				<div> <div>Bond - APPROX CONTRACT AMOUNT</div> <div>12,000</div> </div> <div> <div>FIRST</div> <div>NEXT</div> <div>NEXT</div> <div>NEXT</div> <div>NEXT</div> <div>OVER</div> </div> <div> <div>100,000</div> <div>400,000</div> <div>2,000,000</div> <div>2,500,000</div> <div>2,500,000</div> <div>7,500,000</div> </div>	
				<div> <div>--_ RATE</div> <div>0.01440</div> <div>0.01440</div> <div>0.00870</div> <div>0.00690</div> <div>0.0063</div> <div>0.00563</div> </div> <div> <div>VALUE</div> <div>173 0</div> <div>0 0</div> <div>0 0</div> <div>0 0</div> <div>0 0</div> <div>0 0</div> </div>	
				<div> <div>CALCULATION</div> <div>173</div> <div>=====</div> <div>173</div> </div> <div> <div># OF MONTHS</div> <div>12</div> <div>Equal?</div> </div> <div> <div>BOTTOM LINE</div> <div>173</div> </div>	
2	01 22 23 00 0022	DAY		34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$1,583.92
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>3.00</div> <div>x</div> <div>426.99</div> <div>x</div> <div>1.2365</div> <div>=</div> <div>1,583.92</div> </div>	
				Alt 1: Articulating boom lift for shutter removal and installation	
3	01 71 13 00 0002	EA		Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$400.30
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>1.00</div> <div>x</div> <div>323.74</div> <div>x</div> <div>1.2365</div> <div>=</div> <div>400.30</div> </div>	
				Alt 1 Boom lift mob	
4	09 01 90 52 0038	SF		Hand Scrape Wood Surfaces, Surface Preparation	\$40.80
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>100.00</div> <div>x</div> <div>0.33</div> <div>x</div> <div>1.2365</div> <div>=</div> <div>40.80</div> </div>	
				Alt 1 Shutter Painting - additional Prep	
5	09 01 90 52 0038 0332	MOD		For Up To 100, Add	\$30.91
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>100.00</div> <div>x</div> <div>0.25</div> <div>x</div> <div>1.2365</div> <div>=</div> <div>30.91</div> </div>	
6	09 01 90 52 0040	SF		2,000 To 5,000 PSI, Pressure Wash Wood Surfaces, Surface Preparation	\$309.82
				<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>864.00</div> <div>x</div> <div>0.29</div> <div>x</div> <div>1.2365</div> <div>=</div> <div>309.82</div> </div>	
				Alt 1 Shutter Painting 60 Shutters 4**1.8**60 shutters * 2 sides = 864SF	

Contractor's Price Proposal - Detail Continues..

Work Order Number:	139155.00
Work Order Title:	Russell Street Renovation
Proposal Name:	Russell Street Renovation R1
Proposal Value:	\$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Alt 1 - Paint Existing Shutters					
7	09 91 13 00 0436		SF	1 Coat Primer, Brush Work, Paint Shutter Or Blinds, Louvered Panel	\$2,350.34
				Installation	
				Alt 1 Shutter Painting - 0 Shutters 4*1.8*60 shutters * 2 sides = 864SF	
				Quantity	Unit Price
				864.00	2.20
				Factor	Total
				1.2365	2,350.34
8	09 91 13 00 0438		SF	2 Coats Paint, Brush Work, Paint Shutter Or Blinds, Louvered Panel	\$4,230.61
				Installation	
				Alt 1 Shutter Painting - 60 Shutters 4*1.8*60 shutters * 2 sides = 864SF	
				Quantity	Unit Price
				864.00	3.96
				Factor	Total
				1.2365	4,230.61
9	10 71 13 13 0011		PR	15" x 60" Louvered Shutter, High Impact Resistant Plastic	\$2,094.38
				Installation	
				Alt 1 Replace exterior wooden shutters with new vinyl shutters	
				Quantity	Unit Price
				30.00	32.26
				Factor	Total
				1.2365	1,196.68
				Demolition	
				30.00	24.20
				Factor	Total
				1.2365	897.70
10	10 71 13 13 0404		PR	Hinge Set, Galvanized And Painted	\$534.54
				Installation	
				Alt 1 Replace exterior wooden shutters with new vinyl shutters	
				Quantity	Unit Price
				30.00	14.41
				Factor	Total
				1.2365	534.54
11	10 71 13 13 0405		PR	Acorn Holdback	\$320.87
				Installation	
				Alt 1 Replace exterior wooden shutters with new vinyl shutters	
				Quantity	Unit Price
				30.00	8.65
				Factor	Total
				1.2365	320.87
Subtotal for Alt 1 - Paint Existing Shutters					\$12,086.79
Alt 2 - Remove and Replace Shutters					
12	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$229.90
				Installation	
				Alt 2 Bond	
				Quantity	Unit Price
				209.00	1.00
				Factor	Total
				1.1000	229.90
PERFORMANCE BOND CALCULATION					
APPROX CONTRACT AMOUNT 14,500					
	FIRST	NEXT	NEXT	NEXT	OVER
	100,000	400,000	2,000,000	2,500,000	7,500,000
	-	-	-	-	-
--_ RATE	0.01440	0.01440	0.00870	0.00690	0.0063
VALUE	209 0	0 0	0 0	0 0	0.00563
CALCULATION	209	=====	209		
# OF MONTHS	12	Equal?			
BOTTOM LINE	209				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total		
Labor	Equip.	Material		(Excluded if marked with an X)								
Alt 2 - Remove and Replace Shutters												
13	01	22	23	00	0022	DAY	34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform				\$1,583.92	
						Installation	Quantity	Unit Price	Factor	Total		
							3.00	x	426.99	x	1.2365 = 1,583.92	
Alt 2 Articulating boom lift for shutter removal and installation												
14	01	71	13	00	0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.				\$400.30	
						Installation	Quantity	Unit Price	Factor	Total		
							1.00	x	323.74	x	1.2365 = 400.30	
Alt 2 Boom lift mob												
15	10	71	13	13	0011	PR	15" x 60" Louvered Shutter, High Impact Resistant Plastic				\$2,094.38	
						Installation	Quantity	Unit Price	Factor	Total		
				X			30.00	x	32.26	x	1.2365 = 1,196.68	
				X		Demolition	30.00	x	24.20	x	1.2365 = 897.70	
Alt 2 Replace exterior wooden shutters with new vinyl shutters												
16	10	71	13	13	0011	PR	15" x 60" Louvered Shutter, High Impact Resistant Plastic				\$4,675.45	
						Installation	Quantity	Unit Price	Factor	Total		
X		X					30.00	x	126.04	x	1.2365 = 4,675.45	
Alt 2: New Shutters Material												
17	10	71	13	13	0011	0138	MOD	For Colored Finish, Add				\$841.69
						Installation	Quantity	Unit Price	Factor	Total		
							30.00	x	22.69	x	1.2365 = 841.69	
18	10	71	13	13	0404	PR	Hinge Set, Galvanized And Painted				\$1,874.78	
						Installation	Quantity	Unit Price	Factor	Total		
X		X					30.00	x	50.54	x	1.2365 = 1,874.78	
Alt 2: New Shutters Material												
19	10	71	13	13	0404	PR	Hinge Set, Galvanized And Painted				\$534.54	
						Installation	Quantity	Unit Price	Factor	Total		
				X			30.00	x	14.41	x	1.2365 = 534.54	
Alt 2 Replace exterior wooden shutters with new vinyl shutters												
20	10	71	13	13	0405	PR	Acorn Holdback				\$2,039.48	
						Installation	Quantity	Unit Price	Factor	Total		
X		X					30.00	x	54.98	x	1.2365 = 2,039.48	
Alt 2: New Shutters Material												
21	10	71	13	13	0405	PR	Acorn Holdback				\$320.87	
						Installation	Quantity	Unit Price	Factor	Total		
				X			30.00	x	8.65	x	1.2365 = 320.87	
Alt 2 Replace exterior wooden shutters with new vinyl shutters												

Subtotal for Alt 2 - Remove and Replace Shutters **\$14,595.31**

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
Alt 3 - Generator											
22	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.				\$807.40
						Installation	Quantity		Unit Price	Factor	Total
							734.00	x	1.00	1.1000	807.40
						Alt 3 - Generator Bond					
						*	*	*	*	*	*
						PERFORMANCE BOND CALCULATION					
						APPROX CONTRACT AMOUNT 51,000					
						FIRST	NEXT	NEXT	NEXT	NEXT	OVER
						100,000	400,000	2,000,000	2,500,000	2,500,000	7,500,000
						-	-	-	-	-	-
						--_ RATE	0.01440	0.01440	0.00870	0.00690	0.0063
						VALUE	734	0	0	0	0
						CALCULATION 734 _===== 734					
						# OF MONTHS 12 Equal?					
						BOTTOM LINE 734					
23	26	05	19	16	0282	MLF	#6 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit				\$175.45
						Installation	Quantity		Unit Price	Factor	Total
							0.10	x	1,418.95	1.2365	175.45
						Alt 3 - Generator - Genset conductor					
24	26	05	19	16	0285	MLF	#2 AWG, Type THHN-THWN, 600 Volt, Copper, Single Stranded Cable, Installed In Conduit				\$761.16
						Installation	Quantity		Unit Price	Factor	Total
							0.21	x	2,931.32	1.2365	761.16
						Alt 3 - Generator - Genset conductor					
25	26	05	29	00	0195	EA	2", Two Hole Steel Conduit Strap				\$31.56
						Installation	Quantity		Unit Price	Factor	Total
							8.00	x	3.19	1.2365	31.56
						Alt 3 - Generator - Conduit for generators					
26	26	05	33	13	1495	LF	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End				\$908.09
						Installation	Quantity		Unit Price	Factor	Total
							90.00	x	8.16	1.2365	908.09
						Alt 3 - Generator - Conduit for generators					
27	26	05	33	13	1508	EA	2" Schedule 40 Polyvinyl Chloride (PVC) Conduit 90 Degree ElbowSee CSI section 26 05 33 13-2329 for conduit field bending.				\$230.73
						Installation	Quantity		Unit Price	Factor	Total
							6.00	x	31.10	1.2365	230.73
						Alt 3 - Generator - Conduit for generators					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.				Item		Modifier		UOM		Description		Line Total
Labor	Equip.	Material	(Excluded if marked with an X)									
Alt 3 - Generator												
28	26	05	33	13	1609	EA	2" Polyvinyl Chloride (PVC) Conduit Male Terminal Adapter					\$162.82
						Installation	Quantity		Unit Price	Factor	=	Total
							8.00	x	16.46	x	1.2365	162.82
						Alt 3 - Generator - Conduit for generators						
29	26	32	13	19	0003	EA	25 KW Natural Gas Or Propane Generator Set, 3 Phase (Cummins GGMB)					\$38,398.27
						Installation	Quantity		Unit Price	Factor	=	Total
							2.00	x	15,527.00	x	1.2365	38,398.27
						Alt 3 - Generator - 26 KW genset						
30	26	36	23	00	0004	EA	225 Amperes, Automatic Transfer Switch, 120/240 Volt, NEMA 1, 2 Pole Circuit Breaker, Programmable, 3 Wire					\$10,342.23
						Installation	Quantity		Unit Price	Factor	=	Total
							2.00	x	4,182.06	x	1.2365	10,342.23
						Alt 3 - Generator - Genset transfer switch						
31	31	22	19	13	0004	SF	Trim And Shape Area On Grade By Hand, Finish Grade					\$24.11
						Installation	Quantity		Unit Price	Factor	=	Total
							50.00	x	0.39	x	1.2365	24.11
						Alt 3 - Generator - Installation of conduit						
32	31	23	16	13	0007	CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.					\$126.96
						Installation	Quantity		Unit Price	Factor	=	Total
							2.00	x	51.34	x	1.2365	126.96
						Alt 3 - Generator - Installation of conduit						
33	31	23	16	13	0013	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand					\$35.27
						Installation	Quantity		Unit Price	Factor	=	Total
							2.00	x	14.26	x	1.2365	35.26
						Alt 3 - Generator - Installation of conduit						
34	31	23	16	13	0016	CY	Compaction of Fill or Subbase for Trenches by Hand					\$39.79
						Installation	Quantity		Unit Price	Factor	=	Total
							2.00	x	16.09	x	1.2365	39.79
						Alt 3 - Generator - Installation of conduit						
Subtotal for Alt 3 - Generator												\$52,043.84

Alt 4 - Interior Ceiling Painting

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
 Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
 Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Alt 4 - Interior Ceiling Painting					
35	01 22 16 00 0003		EA	TaxesThe Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore. The Adjustment Factor applied to Taxes will be 1.1000. The base cost of the Taxes is \$1.00. The quantity used will adjust the base cost to the actual Taxes (e.g. quantity of 125 = \$125.00 Taxes).	\$119.90
Installation					
Alt -4					
PERFORMANCE BOND CALCULATION					
APPROX CONTRACT AMOUNT 7,550					
FIRST NEXT NEXT NEXT NEXT OVER					
100,000 400,000 2,000,000 2,500,000 2,500,000 7,500,000					
-- RATE 0.01440 0.01440 0.00870 0.00690 0.0063 0.00563					
VALUE 109 0 0 0 0					
CALCULATION 109 _===== 109					
# OF MONTHS 12 Equal?					
BOTTOM LINE 109					
36	09 91 23 00 0158		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$2,838.30
Installation					
Paint - Prime Interior Ceilings					
37	09 91 23 00 0158	0282	MOD	For >2,500 To 5,000, Deduct	-\$139.59
Installation					
Paint - Paint interior Ceilings					
38	09 91 23 00 0160		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$5,118.24
Installation					
Paint - Paint interior Ceilings					
39	09 91 23 00 0160	0282	MOD	For >2,500 To 5,000, Deduct	-\$279.18
Installation					
Subtotal for Alt 4 - Interior Ceiling Painting					
					\$7,657.67

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
 Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
 Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Alt 5 - Shutter Removal					
40	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$40.70
QuantityUnit PriceFactorTotal					
Installation37.00x1.00x1.1000=40.70					
Alt 5- PERFORMANCE BOND CALCULATION					
APPROX CONTRACT AMOUNT2,535					
FIRSTNEXTNEXTNEXTNEXTOVER					
100,000400,0002,000,0002,500,0002,500,0007,500,000					
--_RATE0.014400.014400.008700.006900.00630.00563					
VALUE3700000					
CALCULATION37_=====37					
# OF MONTHS12Equal?					
BOTTOM LINE37					
41	01 22 23 00 0022		DAY	34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform	\$1,055.95
QuantityUnit PriceFactorTotal					
Installation2.00x426.99x1.2365=1,055.95					
Alt 5: Articulating boom lift for shutter Removal and Caulking					
42	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$400.30
QuantityUnit PriceFactorTotal					
Installation1.00x323.74x1.2365=400.30					
Alt 5 Boom lift mob					
43	07 92 13 00 0006		CLF	3/8" x 1/2" Joint, Silicone Sealant And Caulking	\$206.88
QuantityUnit PriceFactorTotal					
Installation0.50x334.62x1.2365=206.88					
Alt 5 - Caulking Shutters holes after demo					
44	07 92 13 00 0006	0092	MOD	For Custom Match Coloring, Add	\$26.03
QuantityUnit PriceFactorTotal					
Installation0.50x42.10x1.2365=26.03					
45	07 92 13 00 0006	0101	MOD	For Up To 2 CLF, Add	\$13.06
QuantityUnit PriceFactorTotal					
Installation0.50x21.12x1.2365=13.06					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Alt 5 - Shutter Removal					
46	10 71 13 13 0207		PR	18" Thru 20" Width x 58-1/8" Thru 62" Height Cypress Fixed Louver Wood Shutter	\$833.52
				Installation	
				Quantity	
				0.00	x
				2,219.25	x
				1.2365	=
				0.00	
				Demolition	
				30.00	x
				22.47	x
				1.2365	=
				833.52	
				Alt 5 Demo of shutters	

Subtotal for Alt 5 - Shutter Removal \$2,576.44

Base Contract - Bond

47	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$3,469.40
				Installation	
				Quantity	
				3,154.00	x
				1.00	x
				1.1000	=
				3,469.40	
				PERFORMANCE BOND CALCULATION	
				APPROX CONTRACT AMOUNT	219,000
				FIRST	NEXT
				100,000	400,000
				2,000,000	2,500,000
				2,500,000	7,500,000
				-- RATE	0.01440
				0.01440	0.00870
				0.00690	0.0063
				0.00563	
				VALUE	1,440
				1,714	0
				0	0
				0	0
				CALCULATION	3,154
				# OF MONTHS	12
				Equal?	
				BOTTOM LINE	3,154
				*	*

Subtotal for Base Contract - Bond \$3,469.40

Base Contract - Carpentry

48	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$2,800.00
				Installation	
				Quantity	
				2,800.00	x
				1.00	x
				1.0000	=
				2,800.00	
				Carpentry- Allowance for patching drywall and re-install crown molding from IT department work (\$2,000)	
				Ceiling tile replacement (\$800.00)	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Base Contract - Carpentry					
49	08 71 11 00 2255		EA	Rekey Existing Cylinder To Match Existing Cylinders Or Master Key	\$84.47
				Quantity Unit Price Factor = Total	
	Installation	1.00	x	68.31 x 1.2365 =	84.47
	Carpentry - Lock Assembly				
50	08 71 11 00 2437		EA	Single Cylinder Deadbolt, Key One Side, Knob One SideCylindrical, ANSI Grade 1, interchangeable core, bright brass or satin chromium finish.	\$214.72
				Quantity Unit Price Factor = Total	
	Installation	1.00	x	159.43 x 1.2365 =	197.14
	Demolition	1.00	x	14.22 x 1.2365 =	17.58
	Carpentry - Lock Assembly				
Subtotal for Base Contract - Carpentry					\$3,099.19
Base Contract - Electrical					
51	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$704.31
				Quantity Unit Price Factor = Total	
	Installation	10.00	x	56.96 x 1.2365 =	704.31
	Electrical - Used to trace connections for labeling and to investigate disconnects.				
52	26 01 20 91 0002		EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).	\$103.17
				Quantity Unit Price Factor = Total	
	Installation	4.00	x	20.86 x 1.2365 =	103.17
	Electrical - Lockout tagout during electrical work.				
53	26 01 50 51 0340		EA	4', 2,200 Lumens, 4000K CCT, LED Tube (T8 Fluorescent Lamp Replacement) (Remphos RPT-TOTALTUBEG2HO-T8-48IN-4000K)	\$10,318.05
				Quantity Unit Price Factor = Total	
	Installation	168.00	x	49.67 x 1.2365 =	10,318.05
	Electrical - Lighting -				
	Upgrade 7 lay in lights to LED. 4 per fixture = 28 Lamps				
	Upgrade 36 Surface Mounted to LED 4 per fixture = 144 Lamps				
54	26 01 50 51 0340 0024		MOD	For Removal Of Multiple Lamps In A Fixture, Deduct	-\$91.98
				Quantity Unit Price Factor = Total	
	Installation	43.00	x	-1.73 x 1.2365 =	-91.98
55	26 01 50 51 0386		EA	Recycle Compact Fluorescent Lamps	\$938.95
				Quantity Unit Price Factor = Total	
	Installation	168.00	x	4.52 x 1.2365 =	938.95
	Electrical - Recycle existing lamps				
56	26 01 50 52 0061		EA	4 Lamp, 25 Watt, Instant Start, T8 Fluorescent Electronic Ballast	\$1,083.59
				Quantity Unit Price Factor = Total	
	X Installation	43.00	x	20.38 x 1.2365 =	1,083.59
	Electrical - Used to disconnect and rewire around existing ballast for light				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
Base Contract - Electrical												
57	26	01	50	53	0006	EA	Removal And Replacement Of 1' x 4' Diffuser With 0.125" Thick Prismatic Acrylic Diffuser					\$515.47
							</					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Base Contract - Electrical					
67	26 05 53 00 0019		EA	Labeling Existing Wire	\$108.61
				Quantity	Unit Price
			Installation	48.00 x 1.83 x 1.2365 =	Total 108.61
				Electrical - Labeling of Panels	
68	26 51 19 00 0269		EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)	\$28.55
				Quantity	Unit Price
			Installation	0.00 x 497.39 x 1.2365 =	Total 0.00
			Demolition	1.00 x 23.09 x 1.2365 =	28.55
				Electrical - Removal of exterior Sconce for new light for new motion light.	
69	26 52 13 13 0009		EA	72 Max Wattage At 90 Minutes, 12 Volt, Remote Capability, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM1272)	\$1,918.68
				Quantity	Unit Price
			Installation	2.00 x 775.85 x 1.2365 =	Total 1,918.68
				Electrical - EM lights for washrooms	
70	26 56 19 00 0005		EA	30 LEDs, 35 Watt, 350 mA Drive Current, Full Cutoff, LED Wall Pack (Lithonia CSXW LED)	\$1,177.44
				Quantity	Unit Price
			Installation	1.00 x 952.24 x 1.2365 =	Total 1,177.44
				Electrical - New Motion Light at the top of the back exterior stairs.	
71	26 56 19 00 0029		EA	Photocell For Wall Pack	\$134.30
				Quantity	Unit Price
			Installation	1.00 x 108.61 x 1.2365 =	Total 134.30
				Electrical - Photo Cell for Wall Pack Light	
Subtotal for Base Contract - Electrical					\$19,367.21
Base Contract - Engineering					
72	01 22 20 00 0057		HR	Principal Engineer	\$506.97
				Quantity	Unit Price
			Installation	2.00 x 205.00 x 1.2365 =	Total 506.97
				Principal Engineering for Stairs for Permit/Inspection/Code	
73	01 22 20 00 0059		HR	Engineer	\$1,323.06
				Quantity	Unit Price
			Installation	8.00 x 133.75 x 1.2365 =	Total 1,323.06
				Engineering for Stairs for Permit/Inspection/Code	
74	01 22 20 00 0060		HR	Draft Person	\$692.44
				Quantity	Unit Price
			Installation	8.00 x 70.00 x 1.2365 =	Total 692.44
				Drafting for Stairs for Permit/Inspection/Code	
Subtotal for Base Contract - Engineering					\$2,522.47
Base Contract - Flooring					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
Base Contract - Flooring											
75	01	95	08	00	0073		EA	Residential Wood Threshold			\$62.02
								Quantity	Unit Price	Factor	Total
								1.00	45.19	x	55.88
								1.00	4.97	x	6.15
								Flooring - Wood Threshold			
76	06	42	16	00	0005		SF	1/4" Unfinished Birch Plywood, Natural Faced With Trim			\$8,533.61
								Quantity	Unit Price	Factor	Total
								2,117.00	3.26	x	8,533.61
								Flooring - Subfloor for 2nd Floor			
77	06	42	16	00	0005	0064	MOD	For Waterproof Glue, Add			\$209.41
								Quantity	Unit Price	Factor	Total
								2,117.00	0.08	x	209.41
78	06	42	16	00	0005	0070	MOD	For 1/2" Thick Paneling, Add			\$2,329.73
								Quantity	Unit Price	Factor	Total
								2,117.00	0.89	x	2,329.73
79	06	46	19	00	0002		LF	1/2" x 1/2" Pine Quarter Round Trim			\$5,096.36
								Quantity	Unit Price	Factor	Total
								1,018.00	3.20	x	4,028.02
								800.00	1.08	x	1,068.34
								Flooring Replace Quarter Round Trim			
80	06	46	19	00	0002	0053	MOD	For Curved Surfaces With A 2'-0" Maximum Radius, Add			\$0.00
								Quantity	Unit Price	Factor	Total
								0.00	0.55	x	0.00
81	07	13	53	00	0020		CSF	6 Mil Polyethylene Vapor Barrier			\$463.43
								Quantity	Unit Price	Factor	Total
								15.50	24.18	x	463.43
								Flooring - Vapor Barrier on First floor Concrete under LVT			
82	07	13	53	00	0020	0018	MOD	For Joint Taping, Add			\$90.85
								Quantity	Unit Price	Factor	Total
								15.50	4.74	x	90.85
83	09	65	13	23	0020		LF	1/4" Thick, 9" To 12-1/2" Deep, Ribbed Vinyl Stair Tread			\$1,679.51
								Quantity	Unit Price	Factor	Total
								63.00	21.56	x	1,679.51
								Flooring - Interior Stair Treads 18 Steps * 3.5 = 63LF (Ground to 2nd Floor only)			
84	09	65	13	33	0003		SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers			\$3,190.17
								Quantity	Unit Price	Factor	Total
								1,200.00	2.15	x	3,190.17
								Flooring - Floor Prep - 33 percent			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Base Contract - Flooring					
85	09 65 13 33 0005		SF	Removal Of Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	\$1,359.89
			Installation	Quantity 1,549.00 x Unit Price 0.71 x Factor 1.2365 = Total 1,359.89	
				Flooring - Prep- 1st floor	
86	09 65 13 36 0002		LF	Vinyl Transition Strip, Brown Or Black	\$263.08
			Installation	Quantity 108.00 x Unit Price 1.97 x Factor 1.2365 = Total 263.08	
				Flooring Transition Strips	
87	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$52,310.92
			Installation	Quantity 3,666.00 x Unit Price 11.54 x Factor 1.2365 = Total 52,310.92	
				Flooring	
88	09 65 23 00 0004	0138	MOD	For >1,000, Deduct	-\$4,850.32
			Installation	Quantity 3,666.00 x Unit Price -1.07 x Factor 1.2365 = Total -4,850.32	
89	09 68 16 00 0004		SY	7/16" Thick, Prime Polyurethane Foam Carpet Padding	\$702.76
			Installation	Quantity 0.00 x Unit Price 15.58 x Factor 1.2365 = Total 0.00	
			Demolition	421.00 x 1.35 x 1.2365 = 702.76	
				Flooring - Carpet Assembly Removal	
90	09 68 16 00 0044		SY	45 Ounce, Medium Traffic, Residential, Nylon Broadloom Carpet	\$2,061.44
			Installation	Quantity 0.00 x Unit Price 49.70 x Factor 1.2365 = Total 0.00	
			Demolition	421.00 x 3.96 x 1.2365 = 2,061.44	
				Flooring - Carpet Assembly Removal	
91	09 68 16 00 0074		LF	Metal Carpet Saddle Strip, Up To 4" Wide	\$465.81
			Installation	Quantity 0.00 x Unit Price 6.71 x Factor 1.2365 = Total 0.00	
			Demolition	1,108.00 x 0.34 x 1.2365 = 465.81	
				Flooring - Carpet Assembly Removal	

Subtotal for Base Contract - Flooring **\$73,968.67**

Base Contract - HVAC

92	01 22 20 00 0004		HR	BoilermakerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$347.51
				Quantity	Unit Price
			Installation	4.00 x	70.26 x
				Factor	=
				1.2365	Total
					347.51
				Inspection of existing Hvac Units	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Base Contract - HVAC					
93	01 74 23 00 0023		EA	Cleaning Of Ductwork Vent Opening	\$289.34
				Quantity	Unit Price
				52.00	4.50
				x	x
					Factor =
					1.2365
					Total
					289.34
HVAC Cleaning - interior Vents					
94	22 11 19 00 0215		EA	Dryer Vent Kit With Hood, 4" x 5' Flexible Vent And Clamps	\$158.20
				Quantity	Unit Price
				2.00	55.71
				x	x
					Factor =
					1.2365
					Total
					137.77
				Demolition	
				2.00	8.26
				x	x
					Factor =
					1.2365
					Total
					20.43
HVAC - Dryer Vent Replacement					
95	23 01 30 51 0002		LF	Up To 2 SF Cross Section, Clean Supply/Return DuctworkIncludes sealing registers, grilles, diffusers as required. Excludes cleaning of registers, grilles, diffusers, or other devices.	\$1,406.52
				Quantity	Unit Price
				625.00	1.82
				x	x
					Factor =
					1.2365
					Total
					1,406.52
HVAC Cleaning - interior Vents					
96	23 01 30 51 0012		EA	Clean Grille/Diffuser/RegisterIncludes removal and reinstallation.	\$934.25
				Quantity	Unit Price
				52.00	14.53
				x	x
					Factor =
					1.2365
					Total
					934.25
HVAC Cleaning - interior Vents					
Subtotal for Base Contract - HVAC					\$3,135.82
Base Contract - Landscaping					
97	01 22 23 00 0106		DAY	29' To 33' Bucket Truck With Full-Time Operator	\$1,539.39
				Quantity	Unit Price
				1.00	1,244.96
				x	x
					Factor =
					1.2365
					Total
					1,539.39
Tree Trimming and gutter cleaning Lift					
98	01 22 23 00 1439		DAY	6 CY Rear Dump Truck With Full-Time Truck Driver	\$676.54
				Quantity	Unit Price
				0.50	1,094.29
				x	x
					Factor =
					1.2365
					Total
					676.54
Tree Trimming - Haul away trimmings.					
99	07 71 23 00 0343		LF	Cleanout Roof Gutters And Downspouts	\$87.05
				Quantity	Unit Price
				80.00	0.88
				x	x
					Factor =
					1.2365
					Total
					87.05
Tree Trimming - Gutter Cleaning					
100	32 01 90 23 0089		EA	30" Caliper, Tree Pruning (Crown Reduction), Aerial Lift Equipment	\$599.81
				Quantity	Unit Price
				1.00	485.09
				x	x
					Factor =
					1.2365
					Total
					599.81
Tree Trimming					
Subtotal for Base Contract - Landscaping					\$2,902.79

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
Base Contract - Painting											
101	01	22	23	00	0023		WK	34' Engine Powered, Articulating (Up/Over) Boom Man Lift With Platform			\$3,974.21
						Installation	Quantity	Unit Price	Factor	=	Total
							3.00	1,071.36	x	1.2365	3,974.21
						Painting/Caulking - Lift of Exterior Painting					
102	01	54	23	00	0048		SF	5/16" CD Grade Plywood, Temporary Lumber			\$1,414.56
						Installation	Quantity	Unit Price	Factor	=	Total
							800.00	1.43	x	1.2365	1,414.56
						Painting - Used for ground protection for lift					
103	01	56	16	00	0002		SF	6 Mil, Plastic Sheeting, Applied To FloorsIncludes removal after use.			\$741.90
						Installation	Quantity	Unit Price	Factor	=	Total
							3,000.00	0.20	x	1.2365	741.90
						Painting - Used for painting protection for floors and exterior vegetation.					
104	01	71	13	00	0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.			\$400.30
						Installation	Quantity	Unit Price	Factor	=	Total
							1.00	323.74	x	1.2365	400.30
						Painting/caulking - Lift of Exterior Painting Mobilization					
105	07	92	13	00	0004		CLF	1/4" x 1/2" Joint, Silicone Sealant And Caulking			\$1,024.42
						Installation	Quantity	Unit Price	Factor	=	Total
							3.00	276.16	x	1.2365	1,024.42
						Caulking- Exterior - Caulking of Vertical Joints					
106	07	92	13	00	0004	0097	MOD	For Up To 3 CLF, Add			\$62.06
						Installation	Quantity	Unit Price	Factor	=	Total
							3.00	16.73	x	1.2365	62.06
107	07	92	13	00	0009		CLF	1/2" x 1/2" Joint, Silicone Sealant And Caulking			\$986.16
						Installation	Quantity	Unit Price	Factor	=	Total
							2.00	398.77	x	1.2365	986.16
						Caulking- Exterior - Caulking of Vertical Joints					
108	07	92	13	00	0009	0092	MOD	For Custom Match Coloring, Add			\$138.81
						Installation	Quantity	Unit Price	Factor	=	Total
							2.00	56.13	x	1.2365	138.81
109	07	92	13	00	0016		CLF	1" x 1" Joint, Silicone Sealant And Caulking			\$287.59
						Installation	Quantity	Unit Price	Factor	=	Total
							0.20	1,162.93	x	1.2365	287.59
						Caulking - Exterior open penetrations					
110	09	01	90	52	0033		CSF	Chemical Alkaline Cleaner, Brush And Wash Tile Surfaces, Surface Preparation			\$1,869.98
						Installation	Quantity	Unit Price	Factor	=	Total
							64.00	23.63	x	1.2365	1,869.98
						Painting Exterior - Prep with Alkaline Cleaner					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Base Contract - Painting					
111	09 01 90 52 0033	0332	MOD	For Up To 100, Add	\$1,380.92
			Installation	Quantity 64.00 x Unit Price 17.45 x Factor 1.2365 = Total 1,380.92	
112	09 01 90 52 0034		SF	2,000 To 5,000 PSI, Pressure Wash Tile Surfaces, Surface Preparation	\$1,496.30
			Installation	Quantity 6,369.00 x Unit Price 0.19 x Factor 1.2365 = Total 1,496.30	
				Painting Exterior - Power Washing includes Rafters	
				4500 (Walls)+1419 (Rafter Tails) + 280 Supports +170 Porch Ceilings	
113	09 01 90 52 0034	0335	MOD	For >5,000 To 10,000, Deduct	-\$78.75
			Installation	Quantity 6,369.00 x Unit Price -0.01 x Factor 1.2365 = Total -78.75	
114	09 91 13 00 0091		SF	1 Coat Primer, Brush Work, Paint Exterior Stucco Wall Surfaces	\$5,564.25
			Installation	Quantity 4,500.00 x Unit Price 1.00 x Factor 1.2365 = Total 5,564.25	
				Painting Exterior - Prime Walls	
115	09 91 13 00 0091	0194	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.	\$173.11
			Installation	Quantity 1,400.00 x Unit Price 0.10 x Factor 1.2365 = Total 173.11	
116	09 91 13 00 0091	0204	MOD	For >2,500 To 5,000, Deduct	-\$278.21
			Installation	Quantity 4,500.00 x Unit Price -0.05 x Factor 1.2365 = Total -278.21	
117	09 91 13 00 0093		SF	2 Coats Paint, Brush Work, Paint Exterior Stucco Wall Surfaces	\$11,684.93
			Installation	Quantity 4,500.00 x Unit Price 2.10 x Factor 1.2365 = Total 11,684.93	
				Painting Exterior - Paint Walls	
118	09 91 13 00 0093	0194	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.	\$346.22
			Installation	Quantity 1,400.00 x Unit Price 0.20 x Factor 1.2365 = Total 346.22	
119	09 91 13 00 0093	0204	MOD	For >2,500 To 5,000, Deduct	-\$612.07
			Installation	Quantity 4,500.00 x Unit Price -0.11 x Factor 1.2365 = Total -612.07	
120	09 91 13 00 0103		SF	1 Coat Primer, Brush Work, Paint Exterior Wood Smooth Siding	\$123.77
			Installation	Quantity 110.00 x Unit Price 0.91 x Factor 1.2365 = Total 123.77	
				Painting Exterior - Prime Front Porch Columns	
121	09 91 13 00 0103	0202	MOD	For >100 To 250, Add	\$31.28
			Installation	Quantity 110.00 x Unit Price 0.23 x Factor 1.2365 = Total 31.28	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
 Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
Base Contract - Painting												
122	09	91	13	00	0105		SF	2 Coats Paint, Brush Work, Paint Exterior Wood Smooth Siding				\$228.51
							Installation	Quantity	Unit Price	Factor	Total	
								110.00	1.68	x 1.2365 =	228.51	
							Painting Exterior - Paint Front Porch Columns					
123	09	91	13	00	0105	0202	MOD	For >100 To 250, Add				\$58.49
							Installation	Quantity	Unit Price	Factor	Total	
								110.00	0.43	x 1.2365 =	58.49	
124	09	91	13	00	0173		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Rough Wood Ceiling				\$275.37
							Installation	Quantity	Unit Price	Factor	Total	
								170.00	1.31	x 1.2365 =	275.37	
							Painting Exterior - Prime Porch Ceiling					
125	09	91	13	00	0173	0202	MOD	For >100 To 250, Add				\$60.96
							Installation	Quantity	Unit Price	Factor	Total	
								170.00	0.29	x 1.2365 =	60.96	
126	09	91	13	00	0175		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Rough Wood Ceiling				\$536.02
							Installation	Quantity	Unit Price	Factor	Total	
								170.00	2.55	x 1.2365 =	536.02	
							Painting Exterior - Paint Porch Ceiling					
127	09	91	13	00	0175	0202	MOD	For >100 To 250, Add				\$115.61
							Installation	Quantity	Unit Price	Factor	Total	
								170.00	0.55	x 1.2365 =	115.61	
128	09	91	13	00	0263		EA	1 Coat Primer, Brush/Roller Work, Paint Exterior Wood DoorBoth faces				\$382.47
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	77.33	x 1.2365 =	382.47	
							Paint - Prime Exterior Doors					
129	09	91	13	00	0265		EA	2 Coats Paint, Brush Roller Work, Paint Exterior Wood DoorBoth faces				\$715.93
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	144.75	x 1.2365 =	715.93	
							Paint - Paint Exterior Doors					
130	09	91	13	00	0366		LF	1 Coat Alkyd Primer, Brush/Roller Work, 1 Rail, Paint Hand Rail And Bracket				\$142.44
							Installation	Quantity	Unit Price	Factor	Total	
								120.00	0.96	x 1.2365 =	142.44	
							Paint Exterior and Interior - Prime Hand Rail					
131	09	91	13	00	0368		LF	2 Coats Alkyd Enamel Paint, Brush/Roller Work, 1 Rail, Paint Hand Rail And Bracket				\$244.83
							Installation	Quantity	Unit Price	Factor	Total	
								120.00	1.65	x 1.2365 =	244.83	
							Paint Exterior - Paint Hand Rail					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
Base Contract - Painting												
132	09	91	13	00	0467	RSR	1 Coat Non-Slip Paint, Brush/Roller Work, Paint Exterior Wood Stair (To 4' Wide)				\$1,180.96	
						Installation	Quantity	Unit Price	Factor	Total		
							84.00	x 11.37	x 1.2365	= 1,180.96		
						Painting- Stain Both Sides of Exterior Stairs *2. Non Slip Finish						
133	09	91	13	00	0483	SF	1 Coat Primer, Brush Work, Paint Exterior Wood Trim				\$965.46	
						Installation	Quantity	Unit Price	Factor	Total		
							640.00	x 1.22	x 1.2365	= 965.46		
						Paint Exterior - Prime Wood Trim at windows and doors						
134	09	91	13	00	0485	SF	2 Coats Paint, Brush Work, Paint Exterior Wood Trim				\$1,954.66	
						Installation	Quantity	Unit Price	Factor	Total		
							640.00	x 2.47	x 1.2365	= 1,954.66		
						Paint Exterior - Paint Wood Trim at windows and doors						
135	09	91	13	00	0487	SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Wood Trim				\$2,415.94	
						Installation	Quantity	Unit Price	Factor	Total		
							1,699.00	x 1.15	x 1.2365	= 2,415.94		
						Paint Exterior - Prime Rafter Tails (1419) and Supports (280)						
136	09	91	13	00	0488	SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Wood Trim				\$4,558.77	
						Installation	Quantity	Unit Price	Factor	Total		
							1,699.00	x 2.17	x 1.2365	= 4,558.77		
						Paint Exterior - Paint Rafter Tails (1419) and Supports (280)						
137	09	91	23	00	0065	SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls				\$12,108.92	
						Installation	Quantity	Unit Price	Factor	Total		
							18,135.00	x 0.54	x 1.2365	= 12,108.92		
						Paint - Prime Interior Walls						
138	09	91	23	00	0065	0284	MOD	For >10,000 To 20,000, Deduct				-\$1,793.91
						Installation	Quantity	Unit Price	Factor	Total		
							18,135.00	x -0.08	x 1.2365	= -1,793.91		
139	09	91	23	00	0067	SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls				\$23,769.36	
						Installation	Quantity	Unit Price	Factor	Total		
							18,135.00	x 1.06	x 1.2365	= 23,769.36		
						Paint - Paint Interior Walls						
140	09	91	23	00	0067	0284	MOD	For >10,000 To 20,000, Deduct				-\$3,587.83
						Installation	Quantity	Unit Price	Factor	Total		
							18,135.00	x -0.16	x 1.2365	= -3,587.83		
141	09	91	23	00	0247	LF	1 Coat Primer, Brush/Roller Work, Paint Interior Wood Door Frame And Trim				\$2,707.01	
						Installation	Quantity	Unit Price	Factor	Total		
							2,919.00	x 0.75	x 1.2365	= 2,707.01		
						Paint - Prime Door Frame, Trim and Molding						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.				Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
Base Contract - Painting								
142	09	91	23	00	0249	LF	2 Coats Paint, Brush/Roller Work, Paint Interior Wood Door Frame And Trim	\$5,702.76
						Installation	Quantity 2,919.00 x Unit Price 1.58 x Factor 1.2365 = Total 5,702.76	
						Paint - Prime Door Frame, Trim and Molding		
143	09	91	23	00	0270	EA	1 Coat Primer, Brush/Roller Work, Both Faces, Paint Interior Wood Door	\$2,841.38
						Installation	Quantity 32.00 x Unit Price 71.81 x Factor 1.2365 = Total 2,841.38	
						Paint - Prime interior Doors		
144	09	91	23	00	0270 0298	MOD	For >25, Deduct	-\$426.15
						Installation	Quantity 32.00 x Unit Price -10.77 x Factor 1.2365 = Total -426.15	
145	09	91	23	00	0272	EA	2 Coats Paint, Brush/Roller Work, Both Faces, Paint Interior Wood Door	\$5,247.11
						Installation	Quantity 32.00 x Unit Price 132.61 x Factor 1.2365 = Total 5,247.11	
						Paint - Paint interior Doors		
146	09	91	23	00	0272 0298	MOD	For >25, Deduct	-\$787.01
						Installation	Quantity 32.00 x Unit Price -19.89 x Factor 1.2365 = Total -787.01	
147	09	91	33	00	0071	GAL	Redwood Oil Stain, 300 SF Per Gallon	\$340.41
						Installation	Quantity 5.00 x Unit Price 55.06 x Factor 1.2365 = Total 340.41	
						Painting - Used for Supercoat Stain - Oil based		
148	09	93	23	13	0002	LF	Stain Wood Trim, Up To 6" Wide, 1 Coat Stain, With Brush And Wipe Off	\$664.74
						Installation	Quantity 768.00 x Unit Price 0.70 x Factor 1.2365 = Total 664.74	
						Painting - Staining 384 LF of surface (posts, trim and blocking) * 2 = 768		
149	09	93	23	13	0003	SF	Stain Wood Trim, 1 Coat Stain, With Brush And Wipe Off	\$327.67
						Installation	Quantity 250.00 x Unit Price 1.06 x Factor 1.2365 = Total 327.67	
						Painting- Stain Exterior Stair Decks and fascia		
150	09	93	23	13	0003 0319	MOD	For >100 To 250, Add	\$102.01
						Installation	Quantity 250.00 x Unit Price 0.33 x Factor 1.2365 = Total 102.01	

Subtotal for Base Contract - Painting **\$91,784.63**

Base Contract - Stairs and Deck

151	01 22 23 00 1049		WK	10,000 Lb. Capacity, Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$5,130.21
				<div> <div>Installation</div> <div>Quantity</div> <div>1.00</div> <div>x</div> <div>Unit Price</div> <div>4,148.98</div> <div>x</div> <div>Factor</div> <div>1.2365</div> <div>=</div> <div>Total</div> <div>5,130.21</div> </div>	
				Stairs/Deck - telescopic boom forklift for deck installation	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.		Item		Modifier		UOM		Description		Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
Base Contract - Stairs and Deck											
152	01	54	23	00	0013		CCF	Heavy-Duty Masonry Scaffolding With Bracing Accessories - Area Based On 4' Wide Sections (CCF / Month)			\$1,035.84
							Installation	Quantity	Unit Price	Factor =	Total
								12.00	x	69.81	1,035.84
							Stairs/Deck - Scaffold for deck demolition and installation				
153	01	54	23	00	0019		CCF	Up To 20' Height Heavy-Duty Masonry Scaffolding Initial Erection And Final Dismantling, Per CCF Of Scaffolding And Accessories.			\$590.26
							Installation	Quantity	Unit Price	Factor =	Total
								12.00	x	39.78	590.26
							Stairs/Deck - Scaffold for deck demolition and installation				
154	01	71	13	00	0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy-duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.			\$1,579.64
							Installation	Quantity	Unit Price	Factor =	Total
								1.00	x	1,277.51	1,579.64
							Stairs/Deck - Hi reach forklift mob				
155	01	74	19	00	0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.			\$673.89
							Installation	Quantity	Unit Price	Factor =	Total
								1.00	x	545.00	673.89
							Stairs/Deck - Pressure treated wood deck demo and construction debris hauled off site				
156	02	41	16	13	0020		CCF	By Pneumatic Tools/Hand, Wood Frame Construction Building Demolition			\$1,454.56
							Installation	Quantity	Unit Price	Factor =	Total
								35.00	x	33.61	1,454.56
							Stairs/Deck - Demo				
157	02	41	16	13	0020	0004	MOD	For Up To 500, Add			\$436.24
							Installation	Quantity	Unit Price	Factor =	Total
								35.00	x	10.08	436.24
158	02	41	16	13	0020	0010	MOD	For Volume Of Area Within 15' To An Adjacent Building, Add			\$479.95
							Installation	Quantity	Unit Price	Factor =	Total
								35.00	x	11.09	479.95
159	06	11	16	00	0105		LF	6" x 6" Pressure Treated Wood Post			\$712.97
							Installation	Quantity	Unit Price	Factor =	Total
								60.00	x	9.61	712.97
							Stairs/Deck - Ground posts				
160	06	11	16	00	0135		LF	2" x 8" Pressure Treated Wood Blocking To Wood			\$111.58
							Installation	Quantity	Unit Price	Factor =	Total
								16.00	x	5.64	111.58
							Stairs/Deck - Ledger board				

Contractor's Price Proposal - Detail Continues..

Work Order Number: 139155.00
Work Order Title: Russell Street Renovation

Proposal Name: Russell Street Renovation R1
Proposal Value: \$311,790.23

Sect.	Item	Modifier	UOM	Description	Line Total							
Labor	Equip.	Material	(Excluded if marked with an X)									
Base Contract - Stairs and Deck												
161	06	15	13	00 0011	SF	2" x 4" Pressure Treated Decking, 2" x 10" Pressure Treated Joists 16" On Center, Wood Deck System			\$2,058.33			
					Installation	Quantity	Unit Price	Factor	Total			
						72.00	x	23.12	x	1.2365	=	2,058.33
					Stairs/Deck - Stair deck assembly							
162	06	15	13	00 0140	RSR	3'-6" Wide, 2" x 4" Pressure Treated Decking With 2" x 10" Pressure Treated Joists, Wood Stair System			\$1,964.11			
					Installation	Quantity	Unit Price	Factor	Total			
						21.00	x	75.64	x	1.2365	=	1,964.11
					Stairs/Deck - Stair assembly							
163	06	43	16	00 0008	LF	2-1/2" Diameter, Wood Handrail With Brackets			\$3,017.31			
					Installation	Quantity	Unit Price	Factor	Total			
						60.00	x	40.67	x	1.2365	=	3,017.31
					Stairs/Deck - ADA railing on new stairs/deck assembly							
164	07	46	46	00 0002	SF	5-1/4" Board with 4" Exposure, 5/16" Thick, Fiber Cement Lap Siding			\$298.44			
					Installation	Quantity	Unit Price	Factor	Total			
						56.00	x	4.31	x	1.2365	=	298.44
					Stairs/Deck - Cement siding fascia board at new deck							
165	07	46	46	00 0015	LF	4" Wide, 7/16" Thick, Fiber Cement Trim Board			\$286.67			
					Installation	Quantity	Unit Price	Factor	Total			
						112.00	x	2.07	x	1.2365	=	286.67
					Stairs/Deck - Cement siding repairs at new deck							
Subtotal for Base Contract - Stairs and Deck										\$19,830.00		
Base Contract -Business License/Permits												
166	01	22	16	00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			\$2,750.00			
					Installation	Quantity	Unit Price	Factor	Total			
						2,500.00	x	1.00	x	1.1000	=	2,750.00
					Business License/Permit							
Subtotal for Base Contract -Business License/Permits										\$2,750.00		
Proposal Total										\$311,790.23		

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %



Client - Jasper County

Detailed Scope of Work

Print Date:

March 20, 2025

Work Order Number:

139155.00

Work Order Title:

Russell Street Renovation

Contractor:

2023-21-01 - Johnson-Laux Construction (SC)

Brief Scope:

Flooring, Painting, Tree Trimming, Electrical, Stair System.

To:

John Tisdall
Johnson-Laux Construction (SC)
7001 Chatham Center Drive
Savannah, GA 31405
912-480-0580

From:

Jim Iwanicki
Jasper County
623 Live Oak Road
Ridgeland, SC 29936
No Data Input

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see the attached scope of work at the end of this package.

Owner

Date

Contractor

Date



SCOPE OF WORK
Russell Street Reno
252 Russell Street
Ridgeland, SC

Building

March 19, 2025

Summary Scope

The project consists of specific activities associated with Renovation of the new IT Building on Russell Street.

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described in the scope of work below:

Engineering & Design

- Contractor to perform the following for the desired access stairs on the backside of the Russell Street building:
 - Provide engineer stamped drawings for exterior stair assembly

Site

- Contractor to provide labor and materials to
 - Remove and dispose of debris from gutter on east side by tree.
 - Trim tree on east side of building

Wood

- Contractor to provide labor and materials to
 - Remove and replace exterior fire escape stair treads, risers, railing, landing & stringers utilizing pressure treated lumber.
 - Install Wood Handrail to meet ADA Code
 - Contractor assumes stairs to be direct replacement of existing.

Openings

- Contractor to provide labor and materials to remove the existing Deadbolt on the 2nd floor exit door to fire escape and replace with thumb turn Deadbolt to meet fire code.
 - Lock to match existing exterior door locks.

Finishes

- Contractor to provide labor and materials to
 - Remove and dispose of all existing carpet including the stairway (Ground to 2nd floor stairwell)
 - Apply (1) coat primer and (2) coats finish paint to all walls. (eggshell)



SCOPE OF WORK

Russell Street Reno

252 Russell Street

Ridgeland, SC

- Apply (1) coat finish paint to doors and trim. (semi-gloss)
- Apply (1) coat primer and (2) coats finish paint to fire escape/exterior stairs, railing and supports. (super deck)
- Apply (2) coats finish paint to ADA pipe railing at exterior stairs.
- Caulk around exterior penetrations, Pressure wash and paint exterior of building siding & trim with (2) coats Exterior finish paint.
- Provide and install new LVT flooring throughout the building, including the stairwell as a direct replacement for all carpeted areas.
- Provide new flooring to include the following:
 - LVT plank flooring floating or glue down.
 - Moisture barrier/underlayment for floating floors.
 - Vinyl transitions to each room.
 - Vinyl riser and LVT tread on stairs.
 - Quarter round trim at all base boards.

HVAC

- Contractor to provide labor and materials to
 - Furnish and install (2) Plastic dryer vent covers at exterior wall for the first floor.
 - Clean ducts and diffusers

Electrical

- Contractor to provide labor and materials to
 - Remove and replace light bulbs with LED bulbs.
 - lay ins (4 bulbs)
 - surface mounted 1 x 4 fixtures (4 bulbs)
 - Battery backup emergency lights 2 downstairs ADA bathrooms
 - Replace existing exterior light fixture at exit door on second floor with LED wall pack with photocell.
 - Confirmation of Panel Labeling
 - Investigate exterior disconnect for appropriate size.

Allowance

- Patch drywall and re-install crown molding from IT department work and ceiling tile replacement (\$2,800)

Alternate Bid Item #1

- Contractor to provide labor and materials to
 - Remove, clean, paint and re-install existing shutters with (2) coats exterior finish paint.

Alternate Bid Item #2



SCOPE OF WORK
Russell Street Reno
252 Russell Street
Ridgeland, SC

- Contractor to provide labor and materials
 - Remove and dispose of all shutters
 - Replace with Builder's Edge 14.5"x72" Louvered Vinyl shutters

Alternate Bid Item #3

- Provide and install (2) 26/22.5 kw Air-Cooled Generac Stanby Generator, Aluminum Enclosure with 200 amps TS, equipped with wifi
 - Smart Management Heat Strip Load Control Connection
 - 50 Amp Smart Management Connection

Alternate Bid Item #4

- Contractor to provide labor and materials to
 - Paint interior ceilings - Eggshell Finish

Alternate Bid Item #5

- Contractor to provide labor and materials
 - Remove and dispose of all shutters
 - Caulk holes with paintable caulk, paint over existing penetrations.

Clarification

- Contractor to note
 - The owner is responsible for providing a dumpster

Exclusions

- Contractor to note the following:
 - Painting of drywall ceiling
 - IT Department to furnish and install all necessary wiring and communications.
 - Flooring in Restrooms and Kitchen areas.
 - Finishes at 3rd floor and stairwell to 3rd floor.
 - Paint of Interior Ceilings (alt 4)
 - Relocation of phone cable supported by Oak tree limbs.
 - Propane tank and connections to generator
 - Generator locking device – Lock to put on generator covers
 - Generator annunciator work
 - Full lockset at backdoor
 - Shutter scope (Alt 1, 2 or 4)

Details that Apply to All Work Areas



SCOPE OF WORK

**Russell Street Reno
252 Russell Street
Ridgeland, SC**

- Contractor to maintain clean work areas at all times, remove and dispose of all demolished materials and construction debris.
- Parking will be made available for the Contractor by the Owner and the Contractor shall coordinate all parking with the Owner prior to the beginning of work.
- Contractor shall coordinate inspections with the Owner as required.
- Upon completion of work, all construction areas shall be left clean and free from debris.

Warranty

- Provide all labor, material, and equipment warranties to the owner prior to project closeout.

Submittals

- The Contractor shall submit for approval the manufacturer's cut sheets for materials utilized for the project prior to commencing any work.

Permitting

- Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the Gordian master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Owner Responsibilities

- Provide access to the worksite during normal business hours.
- Provide a staging area for project related materials.
- Owner shall be responsible for re-routing pedestrian traffic as necessary.